



REQUEST FOR PROPOSALS

*THE TRANSPORTATION AGENCY FOR MONTEREY COUNTY (TAMC) INVITES
CONSULTANTS TO SUBMIT THEIR PROPOSALS FOR:*

CALL BOX MAINTENANCE AND IMPROVEMENTS

You are invited to submit your proposal for the services to complete the above project. Proposals are due via email to the project manager, Laurie Williamson, laurie@tamcmonterey.org, by **2:00 pm Pacific Daylight Time on Thursday, May 14, 2020.**

The Request for Proposals and supplemental information, if any, are available on the TAMC website (www.tamcmonterey.org) in Adobe Acrobat (PDF) format or may be obtained by contacting the project manager specified above or at the TAMC offices located at 55-B Plaza Circle, Salinas, CA 93901.



TRANSPORTATION AGENCY FOR MONTEREY COUNTY

DATE: Wednesday, April 29, 2020

TO: Interested Consultants

FROM: Debra L. Hale, Executive Director

SUBJECT: Call Box Maintenance and Improvements

INVITATION

You are invited to submit a Proposal for the referenced services.

Please submit one (1) digital copy of your Proposal to the office of the Transportation Agency for Monterey County via email to Laurie@tamcMonterey.org by **2:00 pm PDT on Thursday, May 14, 2020**. There is no requirement to submit a paper copy of your proposal. Proposals received after the date and time specified above will not be considered.

Proposals shall be considered firm offers to enter into a contract, as described in this RFP for a period of ninety (90) days from the time of submittal.

Proposals and inquiries relating to this Request for Proposals shall be submitted to:

Laurie Williamson
Project Manager
55B Plaza Circle, Salinas, CA 93901
Laurie@tamcMonterey.org

Email inquiries, including the submittal of the Proposal, relating to this Request for Proposals should include "RFP: Call Box Maintenance and Improvements" in the subject header.

BACKGROUND

The Transportation Agency for Monterey County (“TAMC” or the “Agency”) is a state-designated public agency with regional transportation planning responsibilities, including rail planning, that cross city-county boundaries. TAMC is committed to planning, funding and delivering transportation projects for the region. The Agency is also committed to providing information to the public about its projects, plans and activities, ensuring public participation and fostering public understanding of its functions.

TAMC’s Board of Directors includes twenty-three members who consist of local officials from each of its twelve incorporated cities and five county supervisorial districts, and ex-officio members from six public agencies. The mission of TAMC is to proactively fund and plan a transportation system that enhances mobility, safety, access, environmental quality and economic activities by investing in regional transportation projects for Monterey County residents, businesses and visitors.

PROJECT DESCRIPTION

This request for proposals will be used by TAMC to select a consultant or consultant team to provide maintenance, repairs and other related services including, but not limited to, construction, removal, upgrading and installation, to its call box system for a three (3) year period beginning July 1, 2020 and ending June 30, 2023, with the option to extend the contract for up to two (2) additional periods of two (2) years. The work under this contract will also include improvements to meet accessibility standards and upgrading cellular call boxes to 4G cellular service.

Attachment A is a draft Scope of Work, including Attachments A-1 to A-4. A final Scope of Work will be made a part of the professional services agreement between TAMC and the consultant. A copy of the template agreement anticipated to be used by TAMC is Attachment B. Attachment B-1, entitled “Legal Relations” will be included in the final contract. A single document will be prepared between the Consultant and TAMC consistent with the provisions of these attachments.

Attachments C-1, C-3, C-4, C-5, C-6, C-7, and C-8 must be completed and submitted with any response to this RFP. Bidders must review and be familiar with the contents of Attachments C-2, C-9 and C-10. Completion of Attachment C-11 is required only in the event Addenda to the RFP are issued.

Bidders must also review and be prepared to execute the Performance Bond and Payment (Labor and Materials) Bond, if awarded the contract.

It is important that the consultant have the capability to work closely with Agency staff. The consultant or consultant team must be prepared to undertake whatever liaison and meetings are required to satisfy this requirement.

PROJECT BUDGET

The estimated budget for this work is Three Hundred Seventy-Five Thousand Dollars (\$375,000.00) in Service Authority for Freeway Emergencies (SAFE) program funding. There is no federal funding on this project.

PROJECT SCHEDULE

This project is anticipated to take approximately three (3) years to complete, starting on July 1, 2020 and being completed by June 30, 2023 with the option to extend the contract for up to two (2) additional periods of two (2) years.

SELECTION PROCESS

TAMC will establish a review committee to review the proposals. This review may be followed by an oral interview between a review committee and the firm(s) that respond(s) best to the RFP. Based on the recommendations of the review committee, TAMC staff will issue a "Notice of Intent to Award" notice to all responders, indicating staff's intent to negotiate with the specific firm considered to be the most qualified consultant or consultant team.

Staff will then attempt to negotiate a final Scope of Work and Fee schedules for the project with that firm. The final Scope of Work will include a full description of each task, a description of deliverable products, and a schedule of the due dates for the deliverable products and other important milestones. The Budget shall include an estimated cost per task and use the Fee Schedules shown in Attachments C-3, C-4 and an hourly rate of compensation of various positions for work that may be completed by Task Order. Any rates of compensation shall remain firm for the initial three year term of the contract. Upon successful completion of negotiations, the consultants or consultant teams will be recommended to the TAMC Board for final selection and contract approval.

Should the most qualified consultant or consultant team and TAMC fail to successfully negotiate a final scope of work and a mutually agreed upon Budget and Fee Schedules for these services, then TAMC reserves the right to enter negotiations with the next most qualified candidate for performance of the work.

Further, the Agency may, or may not, also negotiate contract terms with selected proposers prior to award, and expressly reserves the right to negotiate with several proposers simultaneously and, thereafter, to award a contract to the proposer offering the most favorable terms to the Agency. Proposals submitted, therefore, should contain the proposers' most favorable terms and conditions, because the selection and award may be made without further discussion with any proposer. The Agency will submit the proposal considered to be the most responsive and competitive to the Board of Directors for consideration and selection. The Agency reserves the right to accept or reject any and all submitted proposals, to waive minor irregularities, and to request additional information or revisions to offers, and to negotiate with any or all proposers at any stage of the evaluation.

The evaluations will be based upon the following criteria:

1. **Qualifications and Experience of Firm/Personnel and Subcontractors (25 points):** History of completing other similar maintenance contracts. Demonstration of competence in the services to be provided. Responses from References.
2. **Qualifications and experience of the Field Technicians (25 points):** Years of direct experience in call box industry. Experience in managing staff and leading similar projects and technicians.
3. **Work Plan (25 points):** Understanding of the project and tasks required. Approach to completing the required tasks successfully and efficiently. Ease of maintenance system to perform required tasks. Having the necessary resources (appropriate staff, facilities, equipment and inventory).
4. **Cost (25 points):** Appropriateness and clarity of the cost proposal.

QUESTION & ANSWERS, REQUESTS FOR CLARIFICATION OR EXCEPTIONS, ADDENDA

This Request for Proposals and any addenda will be posted on the Agency's website (www.tamcmonterey.org). Questions and answers regarding the request for proposals will also be posted on the website. All prospective proposers are responsible for checking the website for any addenda to the Request for Proposals, and the proposal must acknowledge all addenda issued in order to be considered responsive. To receive email notifications of addendums to this Request for Proposals, prospective proposers must submit an email request to the Project Manager.

Any requests for clarification or exceptions to requirements in this Request for Proposals must be received by the Agency no later than **2:00 pm, PDT, on Thursday, May 7, 2020**, to guarantee response or consideration. Responses to questions concerning this Request for Proposals posed before this deadline will be posted on the Agency's website (www.tamcmonterey.org).

SUBMITTAL REQUIREMENTS/PROPOSAL FORMAT

All interested firms are required to submit one (1) digital copy of their Proposal to perform the requested services. The Proposal must include the names and qualifications of all personnel to be employed on the project. The Proposal should provide a short description of the firm's experience with projects that relate to this Scope of Work (Attachment A) as well as the completed forms in Attachments C-1, C-3, C-4, C-5, C-6, C-7, and C-8.

A. Transmittal Letter

A transmittal letter signed by an official of the firm authorized to solicit business and enter into contracts for the firm. The transmittal letter should include the name and contact information for a contact person.

B. Firm Qualifications

A statement of the proposer's experience and qualifications relevant to providing maintenance and other related services as requested under this RFP. This section should clearly indicate that the Proposer has a minimum of three (3) years of experience in maintaining call box systems or emergency roadside telephone systems with technology similar to call boxes and an electronic maintenance system to record and track call box repairs and archived data.

C. Work Plan

The Proposal shall include a detailed work plan to perform the required tasks successfully and efficiently including, but not limited to, approach, distribution of staff and the tasks they will perform, proposed schedule of work, and potential issues the Proposer foresees and what measures would be taken to resolve them.

D. Inventory

Thoroughly describe how and from where the Proposer plans to obtain and maintain an inventory of parts and materials necessary to perform all required tasks over the entire term of the contract, if awarded.

E. Electronic Maintenance System

A description of the proposer's electronic maintenance system for tracking call box repairs and other required data, and how remote on demand access to that data will be provided to TAMC or its designee. Include a discussion of which maintenance system requirements, if any (communications, data or otherwise), the Proposer's current electronic maintenance system does not meet, and a plan for bringing the electronic maintenance system into compliance with this RFP.

F. Upgrades

Discuss how the Proposer would upgrade the call box firmware, if necessary. Include a discussion of any intellectual property rights involved, and how the proposer will deal with them.

Describe how the Proposer would upgrade call box modems to 4G prior to Verizon's announced cutoff date for 3G service.

G. References

The Proposal shall include at least three (3) recent references from past clients for similar types of work within the last three (3) years.

H. Price Proposal

A price proposal specifying all costs, inclusive of all applicable surcharges, overhead and profit, for the required services under this RFP.

PROPOSED SCHEDULE

Date/ Timeframe	Task
Thursday, April 30, 2020	Distribute RFP
Thursday, May 7, 2020	Deadline for questions and/or requests for clarification or exceptions by 2:00 pm PDT
Thursday, May 14, 2020	Proposals due by 2:00 pm PDT
May 14 - 18, 2020	Review and rank proposals
May 18 – 28, 2020	Determine top ranked consultant, send Tentative Award letter, negotiate contract
Wednesday, June 24, 2020	Present contract to TAMC board for approval
Wednesday, July 1, 2020	Bring service

MISCELLANEOUS**A. Modification or Withdrawal of Submittals**

Any Proposals received prior to the date and time specified above for receipt may be withdrawn or modified by written request of the proposer. To be considered, however, the modified Proposal must be received by the time and date specified above.

B. Property Rights

Any Proposals received within the prescribed deadline become the property of TAMC and all rights to the contents therein become those of TAMC.

C. Confidentiality

Before award of the contract, all Proposals will be designated confidential to the extent permitted by the California Public Records Act. After award of the contract (or if not awarded, after rejection of all Proposal), all responses will be regarded as public records and will be subjected to review by the public. Any language purporting to render all or portions of the Proposal confidential will be regarded as non-effective and will be disregarded.

D. Amendments to Request for Qualifications

TAMC reserves the right to amend the Request for Proposals by addendum before the final Proposal submittal date.

E. Non-Commitment of TAMC

This Request for Proposals does not commit TAMC to award a contract, to pay any costs incurred in the preparation of a Proposal for this request, or to procure or contract for services. All products used or developed in the execution of any contract resulting from this Request for Proposals will remain in the public domain at the completion of the contract.

F. Conflict of Interest

The prospective consultant shall disclose any financial, business or other relationship with TAMC that may have an impact upon the outcome of this contract or TAMC construction project. The prospective consultant shall also list current clients who may have a financial interest in the outcome of this contract or TAMC projects that will follow. In particular, the prospective consultant shall disclose any financial interest or relationship with any construction company that might submit a bid on TAMC projects.

G. Nondiscrimination

The prospective consultant must certify compliance with nondiscrimination requirements of TAMC pertaining to the development, implementation and maintenance of a nondiscrimination program. The prospective consultant's signature affixed to and dated on the cover letters shall constitute a certification under penalty of perjury under the laws of the State of California that the proposer has, unless exempted, complied with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

H. Final Selection and Protests

The RFP process is considered concluded when a "Tentative Award" letter is sent to all participating consultants indicating which consultant will be recommended for Board approval. The firm recommended is not a final selection and no contract is certain until approved by TAMC Board of Directors.

Protestants shall submit a detailed written statement of protest to:

Transportation Agency for Monterey County
55-B Plaza Circle, Salinas, CA 93901

no later than five (5) business days after receipt of the Tentative Award letter described above.

QUESTIONS

If you need assistance or have any questions, please email the Project Manager Laurie Williamson at laurie@tamcMonterey.org.

Attachments:

- A. Scope of Work, including Attachments A-1 through A-4, inclusive
- B. Sample TAMC Standard Agreement for Professional Services, including Attachment B-1 through B-5, inclusive
- C. Proposal Forms
- D. Required Bond Forms
- E. ADA Best Practices for Documents and Outreach

ATTACHMENT A SCOPE OF WORK

Call Box Maintenance and Improvements

1. BACKGROUND:

The Transportation Agency for Monterey County Service Authority for Freeway Emergencies (TAMC SAFE) owns and operates a system of 190 call boxes along State Route 1, State Route 68, State Route 156, US 101, and county expressways. The program is a joint effort between the California Department of Transportation, the California Highway Patrol and the Transportation Agency. Motorists may use call boxes to request assistance or report incidents. The call box calls are answered by a call answering center that coordinates with the California Highway Patrol when necessary. The actual number of operational call boxes may be reduced due to construction projects or other activities. All TAMC call boxes are equipped with Teletypewriter (TTY) capabilities that allow users to type and read rather than speak and hear in their communications with the call answering center. The services required by this contract shall consist of maintenance and improvements of Monterey County call boxes and other related tasks as necessary to ensure proper functioning of the call box system.

2. GENERAL CONDITIONS:

A. Prior to Start of Work

Contractor shall facilitate at its own expense all transition tasks with the previous maintenance provider, if applicable, including but not limited to, transfer of call box materials, swapping of call box data, and other related tasks. Contractor is expected to start repairs immediately at start of contract period with the appropriate staffing levels and materials necessary. It is the responsibility of the Contractor to account for repairs that may not have been completed or have not started by the previous maintenance contractor. The call box system shall be handed over to the Contractor in an "as-is" condition.

B. Work to be Done

Contractor shall perform all work necessary to maintain the Monterey County motorist aid call box system in a satisfactory manner. No tasks detailed in this section shall be performed by subcontractors other than those listed in Attachment G (Subcontractor List) and without the prior consent from the Agency Call Box Project Manager. Contractor shall furnish all labor, materials, tools, equipment and incidentals necessary to provide services at the rates described in Attachment B (Payment Schedule). All work done shall be in compliance with the CHP/Caltrans Call Box Guidelines and Americans with Disabilities Act (ADA) regulations.

C. Plans and Specifications

Contractor shall keep at the field office a copy of all plans and specifications to which TAMC shall have access to at all times. Any additional documentation or specifications for new equipment or processes (i.e. transceiver, TTY, ATM, sonalert or smart card electronic devices as well as painting processes) shall also be kept by Contractor in the field office and be available for review by the Agency Call Box Project Manager or designated representative.

D. Rights of Entry and Permits

Contractor shall be responsible for obtaining all rights of entry, encroachment permits and other licenses or permits required by partner agencies to perform the work hereunder at Contractor's expense.

E. Materials and Workmanship

All materials, parts and equipment furnished by Contractor shall be of high grade and free from defects. Replacement enclosures provided by Contractor shall not be of lesser quality as measured by paint brightness, and aluminum and/or coating integrity and shall be guaranteed by Contractor against corrosion and fading for the term of the of the purchase order contract resulting from this Request for Proposals. Contractor shall warrant all other materials and parts provided or refurbished by Contractor for one (1) year from date of installation. Quality of work shall be in accordance with generally accepted standards and all work shall be subject to all warranty provisions. Materials and work quality shall be subject to Agency Call Box Project Manager or designated representative approval. Contractor shall be responsible for storing and maintaining materials in a manner that preserves their quality and fitness for future use.

F. Labor

Only competent workers shall be employed to perform tasks under this Scope of Work. Contractor shall be solely responsible for any and all services performed under the contract resulting from this Request for Proposal by its employees and/or subcontractors. Contractor shall enforce strict discipline and good order to ensure that all work is carried out promptly and with due diligence.

The Department of Industrial Regulations determined that this type of work is subject to prevailing wage requirements. Contractor shall defend, indemnify and hold harmless TAMC SAFE, its officers, employees and consultants from and against any claim, lawsuit, administrative proceeding, damages, fines or penalties relating to the issue of non-payment of prevailing wages

G. Inspection

All performance (including services, materials, supplies, and equipment furnished or utilized) shall be subject to inspection and approval by the Agency Call Box Project Manager or designated representative. Any TAMC authorized representative shall have access to the field office. Agency Call Box Project Manager approval that services meet required performance measures shall precede issuance of yearly performance adjustments described in Attachment B (Payment Schedule).

H. Condition of Sites

Contractor shall keep call box sites clean and free of rubbish and debris. Materials and equipment brought to the site such as cones, ladders, etc. for the specific purpose of repair, shall be removed from the call box site immediately or as soon as the materials, tools, and equipment are no longer needed.

I. Reuse of Parts

Contractor may reuse parts that have been damaged or replaced assuming Contractor has repaired the parts, and/or ensures that functionality is not degraded and the integrity of the component is not compromised. If available, Contractor may utilize the Agency's surplus of call box materials at the sole discretion of the Agency Call Box Project Manager. Contractor shall coordinate and facilitate at its own expense the transfer of surplus materials from previous maintenance contractor. The Transportation Agency does not guarantee the quality of the surplus call box materials, whether they are reusable or not nor the availability of such materials for the use of Contractor during the term of the Contract.

J. Reserve Inventory

Throughout the Contract term, Contractor shall be required to purchase its own call box equipment and maintain a sufficient quantity of such material in stock in their Monterey Bay Region or Bay Area field office to fulfill the requirements of this Scope of Work. Replenishing the call box equipment stock is the sole responsibility of and at the expense of the Contractor. The Transportation Agency acknowledges any materials purchased by the Contractor that remain unused at the end of the contract are the property of the Contractor.

K. Storage of Materials

Contractor shall store call box housings, electronics, poles, and other appurtenances either within Contractor's warehouse or within a TAMC designated storage facility. Contractor shall be responsible for organizing supplies in an appropriate manner and may be requested to secure additional storage space should it be needed at the expense of TAMC.

L. Communication

Contractor shall ensure that the lead field technician and staff have the necessary communication devices for interacting efficiently with the Agency Call Box Project Manager, other designated representatives and partner agencies. The devices to be

provided by Contractor shall include, but are not limited to, a cell phone, office phone, fax machine and email services with the capability to send and receive Microsoft Access® database or equivalent files.

M. End of Contract

Contractor shall facilitate at its own expense all transition tasks with the future maintenance provider, if applicable, including but not limited to, transfer of call box materials, swapping of call box data, reprogramming of maintenance system phone number and other related tasks. Contractor shall transfer the call boxes to the future maintenance provider, if applicable, within the month prior to the end of the contract period. Each Contractor shall conduct his work so as not to interfere with or hinder the progress or completion of the work being performed by other Contractors. Contractor shall assume all liability, financial or otherwise, in connection with the awarded contract and shall protect and save harmless TAMC from any and all damages or claims that may arise because of inconvenience, delays or loss experienced because of the necessity of working with a new contractor to transfer the call box maintenance work.

Time is of the essence to the performance of the awarded contract by Contractor. In case that all the work called for in Item 2M, End of Contract, is not completed in all respects and requirements within the time called for in the Contract, damage will be sustained by TAMC, and the Contractor will be required to agree to a liquidated damage provision in the amount of Two Hundred Dollars per day (\$200/day)

3. CALL BOX MAINTENANCE SYSTEM

A maintenance system is currently in place to monitor the Transportation Agency for Monterey County call box system. The existing maintenance system information will need to be transferred to Contractor's maintenance system. TAMC is responsible for obtaining all call box data and providing it to the successful Contractor. Contractor shall facilitate such transfer by working with TAMC to format data accordingly. Contractor shall not be compensated for maintenance tasks until the maintenance system is fully operational. The Transportation Agency retains ownership of all files containing call box related data provided to Contractor. All such data shall be turned over to Transportation Agency at the termination of the contract resulting from this Request for Proposal.

All TAMC call boxes shall be monitored by a maintenance system and each box shall make one (1) call every three (3) days into the system for a diagnostic checkup. Contractor's maintenance system shall be compatible with the Transportation Agency call box communication devices. It will be Contractor's responsibility to make any necessary changes to their maintenance system in order to perform the maintenance tasks described in this section with the Monterey County call boxes and the overall system. Contractor shall not change any devices in the call boxes to make them compatible with their maintenance system. Any changes and/or upgrades to the maintenance system shall be at the cost of Contractor. The Transportation Agency recognizes that the maintenance system hardware

and software developed by Contractor prior to the acceptance of this project is the property of Contractor.

The maintenance system must record all work orders related to the call box system and other general information and specifications of each call box in the Monterey County system as specified in Table 1 below. These work orders along with call box related general information must be easily retrievable and able to download into an Excel® spreadsheet or similar program. All current and previous work orders must be accessible to the Agency Call Box Project Manager.

Contractor shall meet with the Agency Call Box Project Manager immediately after award of contract to finalize the needs and layout of the Call Box System Database and to determine appropriate access for TAMC and its designated representatives.

Table 1: Maintenance System Database Specifications

	Update When Site Changed	Update When Site Installed	Update with PM or CM Visit
Call Box Sign Number	✓	✓	
Original Install Date			
Automatic Number Identification (ANI)	✓	✓	
Electronic Serial Number (ESN)	✓	✓	
Mile Post Mark	✓	✓	
Pedestrian Pad Type	✓	✓	
Pedestrian Pad Size	✓	✓	
Site Type	✓	✓	
Retaining Wall Height (provide range)	✓	✓	
Path Size	✓	✓	
Handrail at Site?	✓	✓	
Direction Installed on Highway	✓	✓	
Text Description of Location	✓	✓	
Text Description of Best Access	✓	✓	
Dispatch Center Assigned to Answer Calls (CAC, CHP, etc.)	✓	✓	
Latitude/Longitude and Differential Correction Method using Global Positioning System (GPS)	✓	✓	
Site Installation Date	✓	✓	
In Service or Out of Service	✓		
Removal Date	✓		
Reinstall Date	✓		
Mobile Identification Number (MIN) (Call Box Phone No.)	✓	✓	
User Telephone Number (Dispatch Center Number)	✓	✓	
Alarm Telephone Number	✓	✓	
Maintenance Telephone Number	✓	✓	
Install Notes-unusual installation notes	✓	✓	
Speech/Hearing Impaired Device Installed? Type?	✓	✓	
Call Connected Light Installed	✓	✓	

Smart Call Box Devices Installed? Type?	✓	✓	
Controller Card Type (e.g., "150", "SRC") and Version Number with Date of Installation	✓	✓	
Transceiver Type / Model with Date of Installation	✓	✓	
Dates of all Preventative Maintenance (PM) Visits to Site	✓		✓
Dates and Descriptions of all Corrective Maintenance (CM) or Contract Activities at Site	✓		✓
Work Order Numbers for all CM activities at Site	✓		✓
Digital Site Photographs	✓	✓	

In addition to the general specifications of each call boxes listed in the table above, the maintenance system database shall include, at a minimum, the following maintenance information on the call box system.

1. Description of all corrective maintenance visits including the call box sign number, date and time of work issue date, date and time of visit, and date and time work completed (if different from the first visit) and description of work performed.
2. Description of preventative maintenance visits including the call box sign number, date and time of visit, and description of work performed.
3. Description of all other site work listed in Section 4, Call Box Maintenance Tasks, which include Task C through Task E. These entries should also include the work issue date and time (alarm date where applicable), site visit date and time, call box sign number, and date and time of completion.

Contractor shall furnish its own digital camera, GPD devices, and/or other devices or equipment necessary to provide the above information in the maintenance system. Contractor shall keep the maintenance system updated and current to prevent misinformation. Any issues arising from the general upkeep of the system shall be immediately reported to the Agency Call Box Project Manager.

4. CALL BOX MAINTENANCE TASKS

Contractor shall perform the following six (6) specific tasks routinely throughout the term of the Contract resulting from this Request for Proposal. Compensation for all work will be described in Attachment B (Payment Schedule).

Some call box repairs and maintenance tasks listed hereafter may need to be performed immediately if the repair needed is presenting a potential hazard or if call box components are broken off and in the way of traffic. Should Contractor need to pick up broken off parts, Contractor shall also repair that damaged call box at the same time to minimize the number of trips needed to repair the call box to the extent reasonable.

Task A: Corrective Maintenance

Contractor shall perform corrective maintenance as needed on all call boxes. Corrective maintenance includes all repairs to the call box associated with electronics, transceivers, power supply (solar panel) and interface with the cellular system. Contractor shall use TAMC inventory, when applicable, to make such repairs. Corrective maintenance requires that Contractor be accessible to the call box call answering center and CHP to report non-operational call boxes.

Upon notification that a call box is out of service from the CHP, the call answering center, TAMC, or the maintenance computer, Contractor shall determine the cause and take the necessary action to restore it to good operating condition, including the repair or replacement of parts, components and mountings as needed. Activities falling within the definition of corrective maintenance that were reported, shall be completed by 1700 hours on the second full workday following the repair request, regardless of whether foundation work is required. Contractor shall provide sufficient management and field staff to perform repairs on call boxes within the established time periods. Should Contractor not be able to meet this specified timeframe, Contractor must notify the Agency Call Box Project Manager in writing the reasons why such repairs shall be delayed.

Task B: Preventative Maintenance

Contractor shall perform the following preventative maintenance tasks necessary to keep call boxes clean and operational at least two (2) times annually for all call boxes. Call boxes with adjunct devices shall be maintained similarly. Contractor shall report to the Agency Call Box Program Manager any unusual findings made while performing preventative maintenance and make recommendations for corrections to call boxes that frequently require preventative maintenance. Some preventative needs may be reported by the Agency Call Box Project Manager or designated representatives and shall be addressed by Contractor on preventative maintenance visits.

1. Cleaning, sanding off rust and painting of call box housings as necessary (see below);
2. Checking call box housing door, magnet, and spring;
3. Installation of missing instruction placards and replacement of outdated, damaged, or missing instruction placards and removal of vandalism stickers;
4. Removal of items not part of call box such as stickers and garbage bags;
5. Inspection and anti-corrosion treatment of external electrical connections;
6. Operational check of call box controls and system operational sequence including:
 - a. Removal of faceplate (as necessary);
 - b. Perform voice test calls;
 - c. Check outer door, handset and illumination for proper operation;
 - d. Check call connect light;
 - e. Check hook switch; and
 - f. Check cellular antennae and cable.

7. Minor cleaning of the surrounding area of the call box (includes minor pruning, pulling of weeds and debris removal);
8. Cleaning and bolt tightening for the call box sign;
9. Visual inspection of the solar panel orientation and cleaning of the solar panel collecting surface;
10. Testing of the sonalert device by placing a call to the designated answering point and having them initiate and terminate the 100+ decibel alarm;
11. Testing of the TTY screen for brightness and legibility and testing of the TTY keyboard/TTY Tray for functionality and keeping both clean;
12. Inspection of path for wear and tear or vandalism;
13. Maintenance of the call box mounting pedestals or other devices used for mounting the call boxes on sound walls;
14. Minor adjustments of call box components that have been shifted including pedestrian pad, signs, retaining wall, and poles; and
15. Replacement of faded call box blue sign and missing letter and number stickers.

Contractor shall notify the Agency Call Box Project Manager and the call answering center supervisor at the commencement of a major preventative maintenance cycle when a large portion of the call answering center's staff time will be required.

Contractor shall use preventative maintenance visits to protect boxes from corrosion and fading. The color of all call boxes shall fall between Pantone® yellow no. FL100 and Pantone® yellow no. FL123. For call boxes along the Big Sur coast, the color of call boxes shall be green Pantone 336 C and the color of the poles shall be military brown, federal standard 595 B color 3000 series (matte). Call boxes requiring a housing exchange shall be back in service no later than 1700 hours on the second full work day from when call box housing was first removed. Swapping of aluminum call boxes with Lexan call boxes or approved equal may be necessary for call boxes demonstrating high corrosiveness but must be approved by the Agency Call Box Project Manager.

Task C: Knockdown and Vandalism Repairs

Maintenance repairs and/or replacements required as a result of damage by vandalism, or other willful acts, collisions and other such causes (including insect intrusion) will be performed by Contractor. If damages are reported by 8:00 am on a workday, Contractor shall have the call box placed back in service and restored to its original site type by 5:00 pm on the same day. If damages are reported after 8:00 am, Contractor shall have the call box back in service by 5:00 pm on the following workday. If foundation work is required, Contractor shall have the call box placed back in service by 5:00 pm on the second workday following notification. For events reported on a holiday or weekend, the call box shall be repaired by 5:00 pm on the first workday following the notification. In some cases, knockdown and vandalism repairs may be needed as soon as possible because of a potential hazard. TAMC or its partner agencies shall notify Contractor of such events.

Task D: Removal and Installation

1. Temporary Removals

At the request of TAMC or Caltrans, Contractor shall remove call boxes from existing locations on an as-needed basis to accommodate freeway construction and other projects that come into conflict with Monterey County call boxes. Whenever possible, TAMC will give one (1) week advance notice to Contractor of upcoming temporary removal but in special cases removals may be required immediately. The Transportation Agency retains ownership of call boxes authorized for removal, and Contractor shall store removed boxes at Contractor's location and make all removed call boxes available for reinstallation at any time. Contractor shall coordinate the removal, deactivation of long term temporary removals, and storage of call boxes as requested by Caltrans or TAMC. Contractor shall also maintain proper inventory documentation. In some cases, Contractor may need to pick up boxes that are temporarily removed by Caltrans or its contractor at off-site locations. Coordination for pick up shall be the responsibility of Contractor. Some call boxes may be temporarily removed for several years, depending on the nature of the construction project.

In some cases, call boxes may be inaccessible due to construction already in progress or temporary K-rails in place for which Contractor shall cover the call box housings with "out of service" bags.

2. Reinstallation / Relocation

Once a construction project is complete and the temporary removal is no longer necessary, Contractor shall coordinate reinstallation and deferred installation tasks including permitting, site approval, installation and reactivation. Contractor shall have the call box back in service within three (3) weeks of when Contractor is notified of reinstallation availability. Some construction projects may cause the call box to be permanently inaccessible. In such cases, Contractor shall provide the Agency Call Box Project Manager recommended call box relocation site for approval prior to reinstallation. At the discretion of TAMC, some boxes may be selected for permanent removal rather than relocation.

In other cases, call boxes may need to be relocated due to hazards or other reasons and shall be coordinated by Contractor. Should the call box be relocated to a location that changes the sign number of the call box, the work shall be considered a removal and relocation. Contractor shall notify the Agency Call Box Project Manager, call answering center, and CHP immediately of changes to the sign number, phone number, and/or location information and shall reflect changes in the maintenance system within 24 hours of relocation.

3. Permanent Removal

At the request of TAMC, Contractor shall remove call boxes permanently from the system. Such removals may be necessary throughout the term of the contract due to safety issues and other requests from partner agencies. Contractor shall be responsible

for all permanent removal activity including the cancellation of phone numbers with service provider. Permanently removed call boxes are the property of the Transportation Agency and shall be returned to the Transportation Agency's designee for inventory at termination of contract.

4. New Installation

At the request of TAMC, Contractor shall install new call boxes. Contractor shall make recommendations on site type and telecommunication service (landline or cellular) and obtain approval from the Agency Call Box Project Manager before installing call box. Contractor shall be responsible for all coordination work, which may include permitting with local agencies and testing of cell signal with service provider. Call answering center and CHP shall be notified of all new installations no more than 24 hours from installation along with the call box information including call box sign number, phone number, ANI, and location.

Task E: Third Party Incidents

Call box failures due to third party contractors such as telecommunication service providers or Caltrans contractors shall be repaired by Contractor. Contractor shall take the necessary steps to restore the call box to operability which may require coordination with the third party contractor. Work under this Task may include, but is not limited to, conversion of call boxes to landline service due to weak cell signal (may include relocation), and upgrade of existing antenna to accommodate changes in cellular system.

Failure of call boxes due to third party contractors may leave call boxes out of service for several days. In these situations, Contractor shall notify the Agency Call Box Project Manager immediately and have the call box housing covered with an "out of service" bag until the call box is fully operational.

Task F: Administrative Tasks

Contractor shall be responsible for routine administrative tasks detailed below to facilitate the performance of the services to be provided under the contract resulting from this Request for Proposal.

1. Meetings, Field Surveys and Correspondence

Contractor shall attend meetings and conduct field surveys that relate to the call box system as requested by the Agency Call Box Project Manager. Contractor shall respond to written and email inquiries regarding the call box system submitted by the Agency Call Box Project Manager or its partners in a timely manner. Correspondences with the systems management consultant, private call answering center, call box inspector, cellular service provider and other Transportation Agency contractors may be required to resolve issues related to the call box system. At the reasonable request of the Agency Call Box Project Manager, plans, drawings, maps, and other documents shall be

provided by Contractor to the Agency at no additional cost, unless such plans or documents requires resources beyond the scope of this Agreement.

2. Encroachment and Right of Entry Permits

Contractor shall be responsible for obtaining the appropriate permits required to maintain the Transportation Agency for Monterey County call box system. Contractor shall prepare and submit encroachment permit applications to the appropriate authorizing agent and shall be the primary point of contact for permit issues related to the call box system. Any cost incurred in obtaining such permits shall be at the expense of Contractor.

3. Inventory and Supplies

Contractor shall be responsible for the general upkeep of the Monterey County call box storage including tracking inventory of supplies, disposing of obsolete and irreparable parts, and organizing of components within the storage facility. TAMC occasionally sells used call box supplies to other vendors and may request Contractor to coordinate sale and delivery of such supplies.

4. System Management Maintenance

Contractor shall maintain and frequently update the call box maintenance system to reflect changes to the call box system and information on maintenance tasks.

Contractor shall also make changes to the maintenance system at the request of the Agency Call Box Project Manager. Any changes to the phone number, automatic number identification (ANI), or location must be updated within forty-eight (48) hours of the change in the maintenance system and shall be reported to the Agency Call Box Project Manager, CHP, and the private call answering center. Work orders for any of the tasks listed in this section shall be updated in the maintenance system no later than one (1) week from when work order is complete.

A database containing the current system's specifications as listed in Table 2 below shall be sent to the Agency Call Box Project Manager on the second Monday of each month. The System Installed Report must be in a Microsoft Excel® or Access® compatible file.

Table 2: System Installed Report Specifications

1.	Reporting Period, Month/Day/Year, start date, end date, total number of days
2.	Active Call Box / Sign Number
3.	Temporarily Removed Call Box / Sign Number
4.	Automatic Number Identification (ANI)
5.	Mobile Identification Number (MIN) (Call Box Phone Number)
6.	Site Type
7.	Presence of pad, path, retaining wall, handrails, or other special components
8.	Direction Installed on Highway

9.	Telecommunication service provider (landline or digital cellular)
10.	Total report calls
11.	Total report call time
12.	Total calls
13.	Total time
14.	Average calls per box
15.	Average call times per box

Task G: Special Projects

Contractor may be requested to conduct special projects throughout the term of the Contract. There are two special projects under this Task identified for completion over the duration of the contract: 1) implement a call box reduction plan to remove call boxes from the system and 2) upgrading the cellular call boxes to 4G cellular service prior to December 2020, Verizon's announced cutoff date for 3G service.

Payment terms will be based on a time and materials basis as specified in the Contract. All tasks under this Section will be initiated through Transportation Agency issued Task Orders.

5. CALL BOX SITE IMPROVEMENTS

A. Background Information

The Americans with Disabilities Act (ADA) of 1990 sets forth guidelines for accessibility to places of public accommodation and commercial facilities by individuals with disabilities. To bring the Monterey County Call Box system into compliance with ADA requirements, TAMC SAFE performed a site survey cataloging the physical state of all 190 call boxes in the system. The survey identified 65 sites that require improvements to be compliant as shown in Attachment A-2 (Call Box Improvements). These site improvements primarily include, but are not limited to, site conversions, pad installations or replacements and path installations.

All work done shall be in compliance with all laws, ordinances, rules and regulations applicable to the work, safety and hiring/employment practices. Applicable regulations include, but are not limited to, the following:

1. The 2007 CHP/Caltrans Call Box and Motorist Aid Guidelines (Copies are available upon request from the SAFE Program Manager),
2. The Americans with Disabilities Act (ADA) accessibility and employment standards, including the 2005 Revised Draft Guidelines for Accessible Public Rights-of-Way and the CA Department of Transportation Pedestrian Accessibility Guidelines for Highway Projects (Design Information Bulletin # 82-06) and
3. Caltrans Encroachment requirements.

B. Initial Site Inspection

Prior to commencing retrofit work, contractor shall visit the existing sites and determine if the proposed retrofit solutions will comply with the requirements, listed in Section 5A above. Site inspections with the Agency Call Box Project Manager or its designated representative may be needed to verify that the proposed retrofit solutions are the most appropriate solutions for ADA compliance. The evaluation should include identifying existing structures and concrete that requires removal. Contractor shall notify the Agency Call Box Project Manager of proposed changes to the site retrofit solutions as outlined in Attachment A-2 (Call Box Improvements) and any changes must be approved in writing by the Agency Call Box Project Manager. Digital photos showing the site locations and/or site inspections with the Agency Project Manager or its designated representative may be needed to assist in the discussion.

C. Project Coordination and Scheduling

The work specified under this Task will be coordinated and scheduled in conjunction with the Agency Call Box Project Manager, with the final authorization made by the Transportation Agency. The Project Manager must be notified as soon as possible of any problems encountered during the project execution. Contractor will be required to submit a performance schedule to the Agency Call Box Project Manager prior to beginning work. Contractor is responsible for obtaining all necessary permits, lane and shoulder closure approvals, and traffic control to complete specified work. All site retrofit work under the awarded contract will be completed within 12 months of start of contract or Caltrans permit approval (whichever comes later), unless approved by the Agency Call Box Project Manager.

Time is of the essence to the performance of this Task. In case all work called for in this section is not completed in all respects and requirements within the time called for in Section 5C, Project Coordination and Scheduling, damage will be sustained by TAMC SAFE, and the Contractor will be required to pay liquidated damages in the amount of One-Hundred dollars per day (\$100/day) and the Contractor will be required to agree that the TAMC SAFE may deduct and retain the amount thereof from any monies due the Contractor under the awarded contract

D. Certification Process

Contractor shall submit monthly reports to the Agency Call Box Project Manager. Each report shall identify the call box locations where work was completed and the work performed at each location. All work will be inspected by TAMC SAFE to ensure compliance with the access specifications and improvements listed in Attachment A-2 (Call Box Improvements) of this RFP.

E. Specific Site Improvements Descriptions

Call box sites requiring improvement fall into one of the following types:

Site Type	Description
Type A	Installed at-grade, in soil. Back of box facing oncoming traffic.
Type B	Installed in a cut-slope.
Type C	Installed on an in-fill slope.
Type D	Mounted on a sound wall. Right side of box facing oncoming traffic.
Type E	Installed behind a k-rail or concrete barrier. Right side of box facing oncoming traffic.
Type F	Installed behind a guardrail. Right side of box facing oncoming traffic.
Type G	Installed at-grade in concrete. Back of box facing on-coming traffic.
Type H or K	Installed on k-rail or concrete barrier. Right side of box facing oncoming traffic.
Type L	Installed behind a curb. Right side of box facing oncoming traffic.
Type M	Installed at grade, in soil. Right side of box facing oncoming traffic.

For pictures of different Call Box Site Types, see Attachment A-3 (Call Box Site Types).

6. CALL BOX SITE IMPROVEMENT TASKS

The following tasks describe the physical work that will need to be undertaken for specific call box sites:

Task A: Site Conversions

Call box sites requiring conversions are currently either installed in soil (Site Type A), installed in a slope (Site Type B or C), behind K-rail or guardrails (Site Type E or F) or behind a curb (Site Type L). These call boxes will need to be modified to a site type that meets ADA standards and Call Box Requirements and is appropriate for the current condition of the site according to the list in Attachment A-2 (Call Box Improvements). If the call box is being relocated to a Site Type M, the Contractor will reinstall the call box at a location adjacent to roadway shoulder or pullout at a minimum distance of eight (8) feet from the edge of traveled way and preferably a minimum distance of ten (10) feet from the edge of traveled way where no dike is located. Do not install in middle of existing pavement or in the middle of a graded shoulder area. Call box signs shall be offset from the center of the pole, if necessary, in order for the closest point on the sign to be a minimum of eight (8) feet from the edge of traveled way.

Task B: Pad Replacements

Call box Site Type A without a pad or with an existing 3' x 3' pad will require a new 5' x 5' pad. A 5' x 5' pad may also be needed to extend the distance from the shoulder to the call box location for Call Box Site Type M so that the call box is eight (8) feet or greater from the edge of traveled ways. The call box pad should be made of fiberglass reinforced polymer

concrete manufactured by Armorcast Products Company, or approved equivalent, with a thickness of one inch, a minimum compressive strength of 11,000 PSI and a minimum flexural strength ultimate of 19,000 PSI (Part number A600-1810 with anchors) as approved by the Agency Call Box Project Manager. The pad will be anchored to the ground with four 15" anchors, one at each corner. The anchors will be cemented into the ground to keep the pad from shifting. Prior to installing the pedestrian pad, Contractor shall prepare the site. The edge of the asphalt concrete shoulder shall be saw cut to create a clean edge to abut the pad against. The sub-base will be scarified and the top six inches of native material will be compacted to 95% relative compaction (RC). Four inches of Caltrans Class 2 base rock will be placed on top of the sub-base and compacted to a 95% RC (Attachment A-4, Construction Specification Details). Postholes will be dug and filled with concrete at each corner for securing the anchors. The pre-fabricated pad will be laid on top of the sub base and anchored into the concrete with the 15 inch corner anchors. Weights such as sandbags will be used to weigh down the pad until the concrete dries. Once installed, the anchor holes in the pad shall be made level with the surrounding pad, and minor grading around the pad completed. The horizontal gap between the pad and existing pavement will be filled with asphalt emulsion. All pads installed shall be level and at the same grade as the shoulder and dirt surrounding the pad area to allow for wheelchair access according to ADA Requirements. See Attachment A-4 (Construction Specification Details) for construction details. A list of call boxes requiring a pad replacement is shown in Attachment A-2 (Call Box Improvements). Old pads shall be disposed of at Contractor's expense.

Task C: Construct Asphalt Paths

An asphalt path may be required to provide access to call box sites in which the right hand shoulder of the highway is less than the eight (8) foot minimum distance requirement for call box sites from edge of traveled way and a pad cannot be used to extend the distance to the call box. In such cases, the Contractor shall pave a five (5) foot wide path from the edge of the shoulder to the pole of the call box that is at the same grade as the shoulder and the surrounding dirt and complies with the requirements listed in Section 5A, Background Information. See the construction details in Attachment A-4 (Construction Specification Details). The sub-base will be scarified and the top six inches of native material will be compacted to 95% relative compaction (RC). Two inches of asphaltic concrete with a 95% relative compaction will be laid on top. An edge band will be placed around the asphalt path with wood stakes to secure band. A list of call boxes requiring asphalt paths is shown in Attachment A-2 (Call Box Improvements). Path lengths listed in Attachment A-2 (Call Box Improvements) are an approximation and not meant to dictate the exact length of asphalt paths necessary to achieve ADA compliance. A path may not be applicable to all call box sites with gaps larger than five feet between the shoulder and the call box. Contractor shall use its best judgment and provide a list of call box sites to the Agency Call Box Project Manager in which paving an asphalt path is not feasible. Contractor shall submit a proposal of an alternate resolution for these sites, subject to approval by the Agency Call Box Project Manager.

Task D: Relocate Call Boxes

Call box site improvement may not be feasible in all locations due to the topography of the land or changes that have taken place since installation. Call boxes requiring relocation are identified in Attachment A-2 (Call Box Improvements). Suggested new locations will be provided to the Contractor, though final placement of the call box, required to achieve ADA compliance, is at the reasonable discretion of Contractor, subject to approval by the Agency Call Box Project Manager. Call box signs shall be offset from the center of the pole, if necessary, in order for the closest point on the sign to be a minimum of eight (8) feet from the edge of traveled way.

Task E: Removal or Minimization of Retaining Structure

There are several Call Box Site Types B and C sites which will be retrofitted to Site Type A, L, or M and the existing retaining structure will need to be removed or minimized. Contractor shall remove the existing retaining structure and smooth out the ground once removed. For a list of Call Box Site Types B and C sites requiring a removal of retaining structure, see Attachment A-2 (Call Box Improvements).

ATTACHMENT A-1 CALL BOX REQUIREMENTS

Call Box Requirements: Appearance, Functionality and Equipment

Call boxes are considered to be properly functioning when all equipment included in the Plans and Specifications is employed and maintained to meet the operational and site requirements listed below. If the Call Box Requirements listed below are not met, then a corrective maintenance visit is required; unless otherwise noted. Call boxes should be tested to meet Call Box Requirements during preventive maintenance visits.

FUNCTIONALITY REQUIREMENTS

A. Operational Requirements:

1. Handset sits in cradle properly
2. Ringing is heard
3. Full duplex communication is established
4. Audio quality good
5. Location data verified by CAC
6. Sign Number verified with CAC
7. Phone number verified with CAC
8. Terminate command received by call box
9. TTY buttons initiate call
10. TTY display is visible
11. TTY Lite initiated/terminated
12. Keys provide feedback

B. Visual Requirements:

1. Call box orientation correct
2. Outer door functions properly
3. Housing parts and face plate secure
4. Pole secure in ground
5. User instructions attached
6. Handset retaining mechanism functions
7. Handset cable armored
8. Anti-theft label attached
9. Weep hole clear
10. Handset is hearing aid compatible

11. Tamper-proof hardware used on solar panel
12. Solar panel hardware secure
13. Solar panel correctly oriented and clear ¹
14. Housing color between Pantone® yellow no. FL100 and FL123
15. Identification and TTY signs attached and correctly oriented
16. Contrast of letters on signs meets sign requirements
17. Contrast of letters on signs meets sign requirements

C. Site Inspection:

1. Handrail constructed and installed properly
2. Immediate Area around site not obstructed
3. Call box and site surface are ADA compliant
4. Site retaining/foundation wall construction is stable
5. Breakaway base orientation correct
6. Pad, path height and alignment are ADA compliant
7. Site clear of debris

D. Virtual Hold Testing:

1. Virtual hold functions properly
2. Full duplex dropped
3. Feedback heard in handset
4. Beep heard in handset
5. Full duplex reestablished
6. Call connect light works

E. Sonalert Testing:

1. Sonalert initiates properly
2. Sonalert audible to 100+ decimal
3. Sonalert terminates properly

¹ Contractor responsible for informing TAMC that panels are obstructed by foliage.

SYSTEM SPECIFICATIONS

Unless approved by the Agency Call Box Program Manager, all materials used in the call boxes must match materials currently in use in TAMC call boxes.

ATTACHMENT A-2 CALL BOX IMPROVEMENTS

	Sign Numbers	Site Type	Site Change (Site Type)	Pad Replace	Path Length (Ft)	Remove Y/N	Relocate	Comments
1	MY-001-0023	A	---	Y	7	N	---	REPLACE PAD / ADD 7' PATH
2	MY-001-0048	M	---	---	---	N	---	COMPLIANT
3	MY-001-0146	M	---	---	---	N	---	COMPLIANT
4	MY-001-0512	M	M	---	---	N	Y	RELOCATE "M" 100' SOUTH
5	MY-001-0596	F	---	---	---	N	---	COMPLIANT
6	MY-001-0632	M	---	Y	11	N	---	ADD PED PAD / 11' PATH
7	MY-001-0658	A/H	---	---	6	N	---	ADD 6' PATH
8	MY-001-0712	M	---	---	---	N	---	COMPLIANT
9	MY-101-0001	L	---	---	---	N	---	COMPLIANT
10	MY-101-0002	L	---	---	---	N	---	COMPLIANT
11	MY-101-0018	A	---	---	0.25	N	---	ADD 4" ASPHALT
12	MY-101-0019	A	L	---	---	N	Y	RELOCATE "L"
13	MY-101-0038	F	---	---	---	N	---	COMPLIANT
14	MY-101-0039	A	M	---	---	N	Y	RELOCATE "M"
15	MY-101-0058	A	L	---	---	N	Y	RELOCATE "L"
16	MY-101-0059	A	---	---	0.25	N	---	ADD 4" ASPHALT
17	MY-101-0078	F	---	---	---	N	---	COMPLIANT
18	MY-101-0079	F	---	---	---	N	---	COMPLIANT
19	MY-101-0098	L	---	---	---	N	---	COMPLIANT
20	MY-101-0099	A	M	---	---	N	Y	RELOCATE "M"
21	MY-101-0119	A	M	---	---	N	Y	RELOCATE "M"
22	MY-101-0122	A	---	---	0.25	N	---	ADD 4" ASPHALT
23	MY-101-0141	F	---	---	---	N	---	COMPLIANT
24	MY-101-0142	A	L	---	---	N	Y	RELOCATE "L"
25	MY-101-0154	F	---	---	---	N	---	COMPLIANT
26	MY-101-0155	F	---	---	---	N	---	COMPLIANT
27	MY-101-0178	F	---	---	---	N	---	COMPLIANT
28	MY-101-0179	L	---	---	---	N	---	COMPLIANT
29	MY-101-0198	A	L	---	---	N	Y	RELOCATE "L"
30	MY-101-0199	A	---	---	0.25	N	---	ADD 4" ASPHALT
31	MY-101-0231	A	---	---	0.25	N	---	ADD 4" ASPHALT
32	MY-101-0232	A	---	---	0.25	N	---	ADD 4" ASPHALT
33	MY-101-0251	A	---	---	0.25	N	---	ADD 4" ASPHALT
34	MY-101-0252	A	---	---	0.25	N	---	ADD 4" ASPHALT
35	MY-101-0271	A	---	---	0.75	N	---	ADD 8" ASPHALT
36	MY-101-0272	A	---	---	0.25	N	---	ADD 4" ASPHALT
37	MY-101-0288	F	---	---	---	N	---	COMPLIANT
38	MY-101-0289	A	---	---	0.5	N	---	ADD 6" ASPHALT
39	MY-101-0307	F	---	---	---	N	---	COMPLIANT
40	MY-101-0308	F	---	---	---	N	---	COMPLIANT
41	MY-101-0328	A	---	---	0.75	N	---	ADD 8" ASPHALT
42	MY-101-0329	A	---	---	0.75	N	---	ADD 8" ASPHALT
43	MY-101-0351	A	---	---	0.75	N	---	ADD 8" ASPHALT
44	MY-101-0352	A	---	---	0.5	N	---	ADD 6" ASPHALT
45	MY-101-0368	A	---	---	0.25	N	---	ADD 4" ASPHALT
46	MY-101-0369	A	---	---	0.25	N	---	ADD 4" ASPHALT
47	MY-101-0389	A	---	Y	---	N	---	REPLACE PAD
48	MY-101-0392	A	---	---	0.5	N	---	ADD 6" ASPHALT
49	MY-101-0411	A	---	---	0.25	N	---	ADD 4" ASPHALT
50	MY-101-0412	F	---	---	---	N	---	COMPLIANT
51	MY-101-0438	F	---	---	---	N	---	COMPLIANT

ATTACHMENT A-2 CALL BOX IMPROVEMENTS

	Sign Numbers	Site Type	Site Change (Site Type)	Pad Replace	Path Length (Ft)	Remove Y/N	Relocate	Comments
52	MY-101-0439	A	---	---	0.25	N	---	ADD 4" ASPHALT
53	MY-101-0461	F	---	---	---	N	---	COMPLIANT
54	MY-101-0462	A	---	---	---	N	---	COMPLIANT
55	MY-101-0479	A	---	---	0.25	N	---	ADD 4" ASPHALT
56	MY-101-0482	A	---	---	0.25	N	---	ADD 4" ASPHALT
57	MY-101-0498	A	M	---	---	N	Y	RELOCATE "M"
58	MY-101-0499	A	---	---	0.25	N	---	ADD 4" ASPHALT
59	MY-101-0521	A	---	---	0.25	N	---	ADD 4" ASPHALT
60	MY-101-0522	A	---	---	0.25	N	---	ADD 4" ASPHALT
61	MY-101-0538	A	---	---	0.25	N	---	ADD 4" ASPHALT
62	MY-101-0539	A	---	---	0.25	N	---	ADD 4" ASPHALT
63	MY-101-0558	A	---	Y	---	N	---	REPLACE PAD
64	MY-101-0561	L	---	---	---	N	---	COMPLIANT
65	MY-101-0578	A	---	---	0.25	N	---	ADD 4" ASPHALT
66	MY-101-0579	L	---	---	---	N	---	COMPLIANT
67	MY-101-0601	L	---	---	---	N	---	COMPLIANT
68	MY-101-0602	A	---	Y	0.25	N	---	REPLACE PAD/ ADD 4" ASPHALT
69	MY-101-0619	A	---	---	0.25	N	---	ADD 4" ASPHALT
70	MY-101-0622	A	---	---	0.25	N	---	ADD 4" ASPHALT
71	MY-101-0639	A	---	---	0.25	N	---	ADD 4" ASPHALT
72	MY-101-0642	A	---	---	0.5	N	---	ADD 6" ASPHALT
	MY-101-0661	A	---	---	---	N	---	PERMENANTLY REMOVED
73	MY-101-0662	A	---	---	0.25	N	---	ADD 4" ASPHALT
74	MY-101-0681	A	---	---	0.25	N	---	ADD 4" ASPHALT
75	MY-101-0682	A	---	Y	---	N	---	REPLACE PAD
76	MY-101-0699	M	---	---	---	N	---	COMPLIANT
77	MY-101-0702	A	---	Y	---	N	---	REPLACE PAD
78	MY-101-0719	A	M	---	---	N	Y	RELOCATE "M"
79	MY-101-0722	A	---	---	0.25	N	---	ADD 4" ASPHALT
80	MY-101-0739	A	M	---	---	N	Y	RELOCATE "M"
81	MY-101-0742	A	---	Y	---	N	---	REPLACE PAD
82	MY-101-0759	A	M	---	---	N	Y	RELOCATE "M"
83	MY-101-0762	A	---	---	0.5	N	---	ADD 6" ASPHALT
84	MY-101-0779	A	M	---	---	N	Y	RELOCATE "M"
85	MY-101-0782	A	---	---	---	N	---	COMPLIANT
86	MY-101-0799	A	M	---	---	N	Y	RELOCATE "M"
87	MY-101-0802	A	---	---	0.25	N	---	ADD 4" ASPHALT
88	MY-101-0818	A	M	---	---	N	Y	RELOCATE "M"
89	MY-101-0819	A	M	---	---	N	Y	RELOCATE "M"
90	MY-101-0839	A	---	---	0.25	N	---	ADD 4" ASPHALT
91	MY-101-0842	A	---	Y	---	N	---	REPLACE PAD
92	MY-101-0858	A	M	---	---	N	Y	RELOCATE "M"
93	MY-101-0859	A	---	Y	---	N	---	REPLACE PAD
94	MY-101-0868	L	---	---	---	N	---	COMPLIANT
95	MY-101-0869	A	---	---	0.25	N	---	ADD 4" ASPHALT
96	MY-101-0881	A	---	---	0.25	N	---	ADD 4" ASPHALT
97	MY-101-0882	A	---	---	---	N	---	COMPLIANT
98	MY-101-0891	L	---	---	---	N	---	COMPLIANT
99	MY-101-0892	A	---	---	0.25	N	---	ADD 4" ASPHALT
100	MY-101-0899	A	---	---	0.5	N	---	ADD 6" ASPHALT
	MY-101-0902	A	---	---	---	N	---	PERMENANTLY REMOVED

ATTACHMENT A-2 CALL BOX IMPROVEMENTS

	Sign Numbers	Site Type	Site Change (Site Type)	Pad Replace	Path Length (Ft)	Remove Y/N	Relocate	Comments
101	MY-101-0908	A	---	---	---	N	---	COMPLIANT
102	MY-101-0909	A	---	---	0.5	N	---	ADD 6" ASPHALT
	MY-101-0921	A	---	---	---	N	---	PERMENANTLY REMOVED
	MY-101-0922	A	---	---	---	N	---	PERMENANTLY REMOVED
103	MY-101-0931	A	M	---	---	N	Y	RELOCATE "M"
	MY-101-0932	A	---	---	---	N	---	PERMENANTLY REMOVED
104	MY-101-0949	L	---	---	---	N	---	COMPLIANT
105	MY-101-0952	A	---	---	0.25	N	---	ADD 4" ASPHALT
106	MY-101-0959	A	---	---	2	N	---	ADD 2' ASPHALT
107	MY-101-0962	L	---	---	---	N	---	COMPLIANT
	MY-101-0968	A	---	---	---	N	---	PERMENANTLY REMOVED
108	MY-101-0969	L	---	---	---	N	---	COMPLIANT
109	MY-101-0974	A	---	Y	---	N	---	REPLACE PAD
110	MY-101-0975	L	---	---	---	N	---	COMPLIANT
	MY-101-0984	L	---	---	---	N	---	PERMENANTLY REMOVED
	MY-101-0985	L	---	---	---	N	---	PERMENANTLY REMOVED
111	MY-101-0998	L	---	---	---	N	---	COMPLIANT
112	MY-101-0999	A	---	---	2	N	---	ADD 2' ASPHALT
113	MY-101-1011	F	---	---	---	N	---	Compliant
114	MY-101-1012	A	---	---	0.25	N	---	ADD 4" ASPHALT
115	MY-001-0758	F	---	---	---	N	---	COMPLIANT
116	MY-001-0763	A	M	---	---	N	Y	RELOCATE "M"
117	MY-001-0768	A	M	---	---	N	Y	RELOCATE "M"
118	MY-001-0769	A	M	---	---	N	Y	RELOCATE "M"
119	MY-001-0778	A	M	---	---	N	Y	RELOCATE "M" 50' NORTH
120	MY-001-0779	A	M	---	---	N	Y	RELOCATE "M"
121	MY-001-0792	L	M	---	---	N	---	COMPLIANT
122	MY-001-0793	A	M	---	---	N	Y	RELOCATE "M"
123	MY-001-0798	A	M	---	---	N	Y	RELOCATE "M"
124	MY-001-0799	A	M	---	---	N	Y	RELOCATE "M"
125	MY-001-0812	A	M	---	---	N	Y	RELOCATE "M"
126	MY-001-0813	A	M	---	---	N	Y	RELOCATE "M"
127	MY-001-0822	A	M	---	---	N	Y	RELOCATE "M"
128	MY-001-0823	A	M	---	---	N	Y	RELOCATE "M"
129	MY-001-0832	A	---	Y	---	N	---	REPLACE PAD
130	MY-001-0833	F	---	---	---	N	---	COMPLIANT
131	MY-001-0842	A	M	---	---	N	Y	RELOCATE "M"
132	MY-001-0843	F	---	---	---	N	---	COMPLIANT
133	MY-001-0852	A	M	---	---	N	Y	RELOCATE "M"
134	MY-001-0853	L	---	---	---	N	---	COMPLIANT
135	MY-001-0862	A	M	---	---	N	Y	RELOCATE "M"
136	MY-001-0863	A	M	---	---	N	Y	RELOCATE "M"
137	MY-001-0869	A	M	---	---	N	Y	RELOCATE "M"
138	MY-001-0872	A	M	---	---	N	Y	RELOCATE "M"
139	MY-001-0884	A	---	Y	---	N	---	REPLACE PAD
140	MY-001-0885	A	M	---	---	N	Y	RELOCATE "M"
141	MY-001-0888	A	M	---	---	N	Y	RELOCATE "M"
142	MY-001-0889	A	M	---	---	N	Y	RELOCATE "M"
143	MY-001-0899	A	M	---	---	N	Y	RELOCATE "M"
144	MY-001-0902	A	M	Y	---	N	---	REPLACE PAD
145	MY-001-0912	A	M	---	---	N	Y	RELOCATE "M"

ATTACHMENT A-2 CALL BOX IMPROVEMENTS

	Sign Numbers	Site Type	Site Change (Site Type)	Pad Replace	Path Length (Ft)	Remove Y/N	Relocate	Comments
146	MY-001-0913	A	M	---	---	N	Y	RELOCATE "M"
147	MY-001-0922	A	M	---	---	N	Y	RELOCATE "M"
148	MY-001-0923	L	M	---	---	N	---	COMPLIANT
149	MY-001-0943	A	M	---	---	N	Y	RELOCATE "M"
150	MY-001-0953	A	M	---	---	N	Y	RELOCATE "M" 500' SOUTH
151	MY-001-0959	A	---	---	---	N	---	COMPLIANT
152	MY-001-0969	A	---	Y	4	N	---	ADD 4' PATH / REPLACE PAD
153	MY-001-0982	A	---	Y	6	N	---	REPLACE PAD / ADD 6' PATH
154	MY-001-0988	A	M	---	---	N	Y	RELOCATE "M"
155	MY-001-0999	A	---	---	---	N	---	TEMP REMOVAL
156	MY-001-1007	A	---	---	---	N	---	TEMP REMOVAL
157	MY-001-1018	L	---	---	---	N	---	COMPLIANT
158	MY-001-1019	L	---	---	---	N	---	COMPLIANT
159	MY-068-0019	A	M	---	---	N	Y	RELOCATE "M"
160	MY-068-0033	A	M	---	---	N	Y	RELOCATE "M"
	MY-068-0042	A	---	---	---	N	---	PERMENANTLY REMOVED
161	MY-068-0063	A	M	---	---	N	Y	RELOCATE "M"
162	MY-068-0079	A	M	Y	---	N	Y	REPLACE PAD/RELOCATE "M"
163	MY-068-0103	A	M	---	4'	N	Y	RELOCATE "M" / 4' PATH
164	MY-068-0119	A	M	---	4'	N	Y	RELOCATE "M" / 4' PATH
165	MY-068-0143	A	M	---	---	N	Y	RELOCATE "M"
166	MY-068-0158	A	M	---	---	N	Y	RELOCATE "M"
167	MY-068-0159	A	M	---	---	N	Y	RELOCATE "M"
168	MY-068-0178	A	M	---	---	N	Y	RELOCATE "M"
169	MY-068-0179	F	---	---	---	N	---	COMPLIANT
170	MY-156-0008	A	M	---	---	N	Y	RELOCATE "M"
171	MY-156-0009	A	---	Y	3	N	---	REPLACE PAD/ ADD 3' ASPHALT
172	MY-156-0032	A	M	---	2	N	Y	RELOCATE "M"/ ADD 2' ASPHALT
173	MY-156-0046	A	M	---	---	N	Y	RELOCATE "M"
174	MY-G14-0157	M	---	---	30	N	---	ADD 30' PATH
175	MY-G14-0251	M	---	---	8	N	---	ADD 8' PATH
176	MY-G14-0291	L	---	---	---	N	---	COMPLIANT
177	MY-G14-0353	M	---	---	---	N	---	COMPLIANT
178	MY-G14-0375	M	---	---	8	N	---	ADD 8' PATH
179	MY-G16-0000	M	---	---	---	N	---	COMPLIANT
180	MY-G16-0030	M	---	---	24	N	---	ADD 24' PATH
181	MY-G16-0082	M	---	---	2	N	---	ADD 2' PATH
182	MY-G16-0116	M	---	---	2	N	---	ADD 2' PATH
183	MY-G16-0357	M	---	---	3	N	---	ADD 3' PATH
184	MY-G16-0378	M	---	---	6	N	---	ADD 6' PATH
185	MY-G16-0393	M	---	---	0.25	N	---	ADD 4" ASPHALT
186	MY-G18-0011	M	---	---	30	N	---	ADD 30' PATH
187	MY-G18-0041	M	---	---	10	N	---	ADD 10' PATH
188	MY-G18-0101	M	---	---	10	N	---	ADD 10' PATH
	Total		60 Access Improvements	18 Pad Replacement	192 Feet of Path		59 Site Relocations	

*Current Call Box System includes a total of 188 call boxes. 128 Call Boxes are ADA compliant. 60 require improvement work to meet ADA specifications.

ATTACHMENT A-3
CALL BOX SITE TYPES



Site Type A – installed at-grade, in soil.



Site Type B – installed in a cut-slope.



Site Type C – installed on an in-fill slope.



Site Type D – mounted on a soundwall.



Site Type E – installed behind a k-rail or concrete barrier



Site Type F – installed behind a guard rail.



Site Type G – installed at-grade, in concrete.



Site Type H or K – installed on a k-rail or concrete barrier.

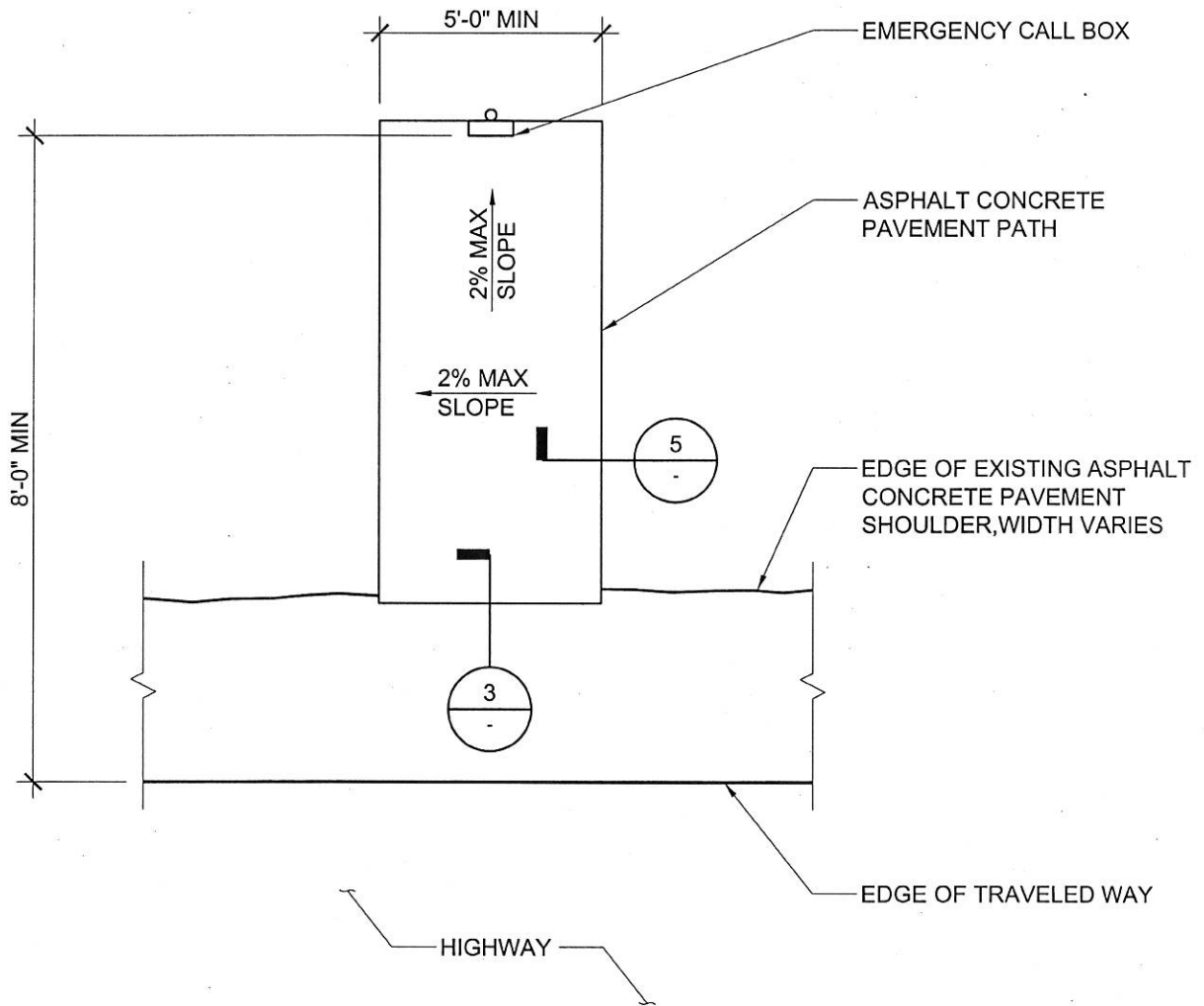


Site Type L – installed behind a curb.



Site Type M – same as a Site Type F, except no guard rail.

CONSTRUCTION SPECIFICATION DETAILS FOR PATH AND PAD



ASPHALT CONCRETE PAVEMENT PATH TO CALL BOX

SCALE: 1/4" = 1'-0"

1

S1

DATE ISSUED: 03/06/12

Santa Cruz County Call Box Maintenance & Improvements Request for Proposals

EMERGENCY CALL BOX ADA ACCESSIBILITY PATH DETAILS

PREPARED AT THE REQUEST OF

SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION SERVICE AUTHORITY
1523 PACIFIC AVENUE



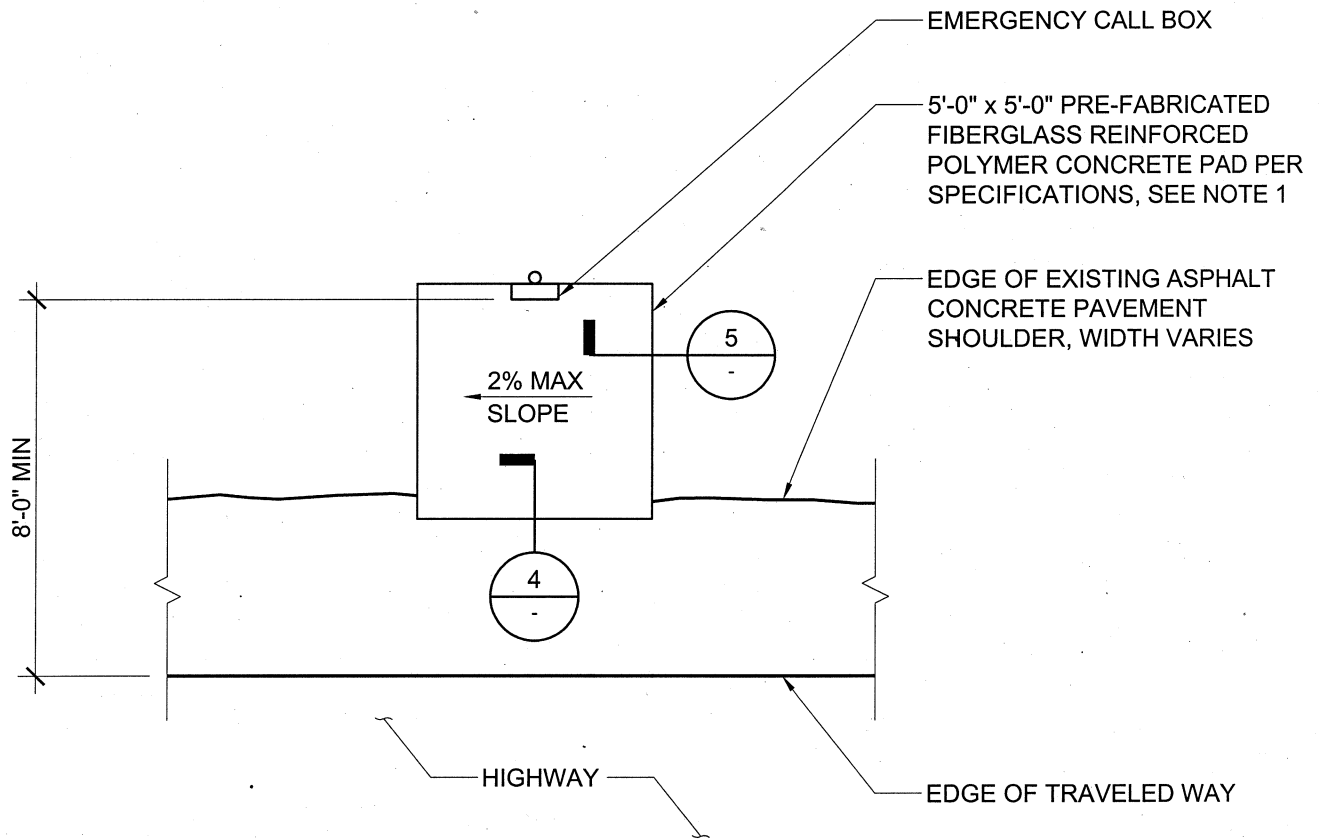
Mesi Miller Engineering, Inc.
Civil and Structural Engineering
224 Walnut Avenue, Suite B • Santa Cruz, CA 95060
Phone 831-426-3186 • Fax 831-426-6607

DRAWN BY: GR

CHECKED BY: AR

JOB NUMBER: 12103

Page 48




NOTES:

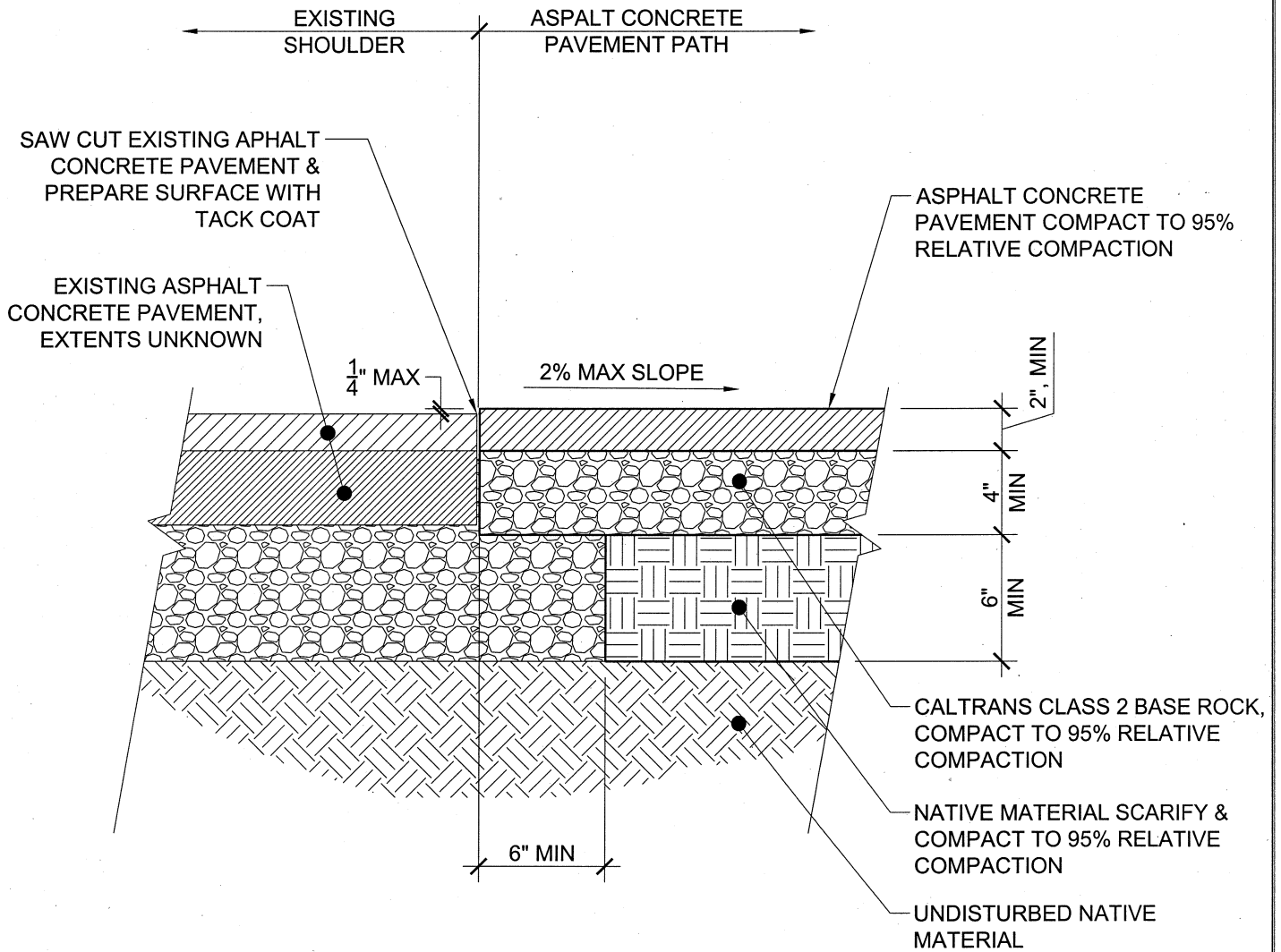
1. PAD SURFACE SHALL HAVE A COEFFICIENT OF FRICTION NOT LESS THAN 0.35 AS DETERMINED BY CALIFORNIA TEST METHOD 342.

PRE-FABRICATED PAD TO CALL BOX

SCALE: 1/4" = 1'-0"

2



<p>S2</p> <p>DATE ISSUED: 03/06/12</p>	<p>EMERGENCY CALL BOX ADA ACCESSIBILITY PATH DETAILS</p>	 <p>Mesiti-Miller Engineering, Inc. Civil and Structural Engineering 224 Walnut Avenue, Suite B • Santa Cruz, CA 95060 Phone 831-426-3188 • Fax 831-426-6607</p>	<p>DRAWN BY: GR</p>
	<p>PREPARED AT THE REQUEST OF SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION SERVICE AUTHORITY 1523 PACIFIC AVENUE SANTA CRUZ, CA 95060</p>		<p>CHECKED BY: AR</p> <p>JOB NUMBER: 12103</p>

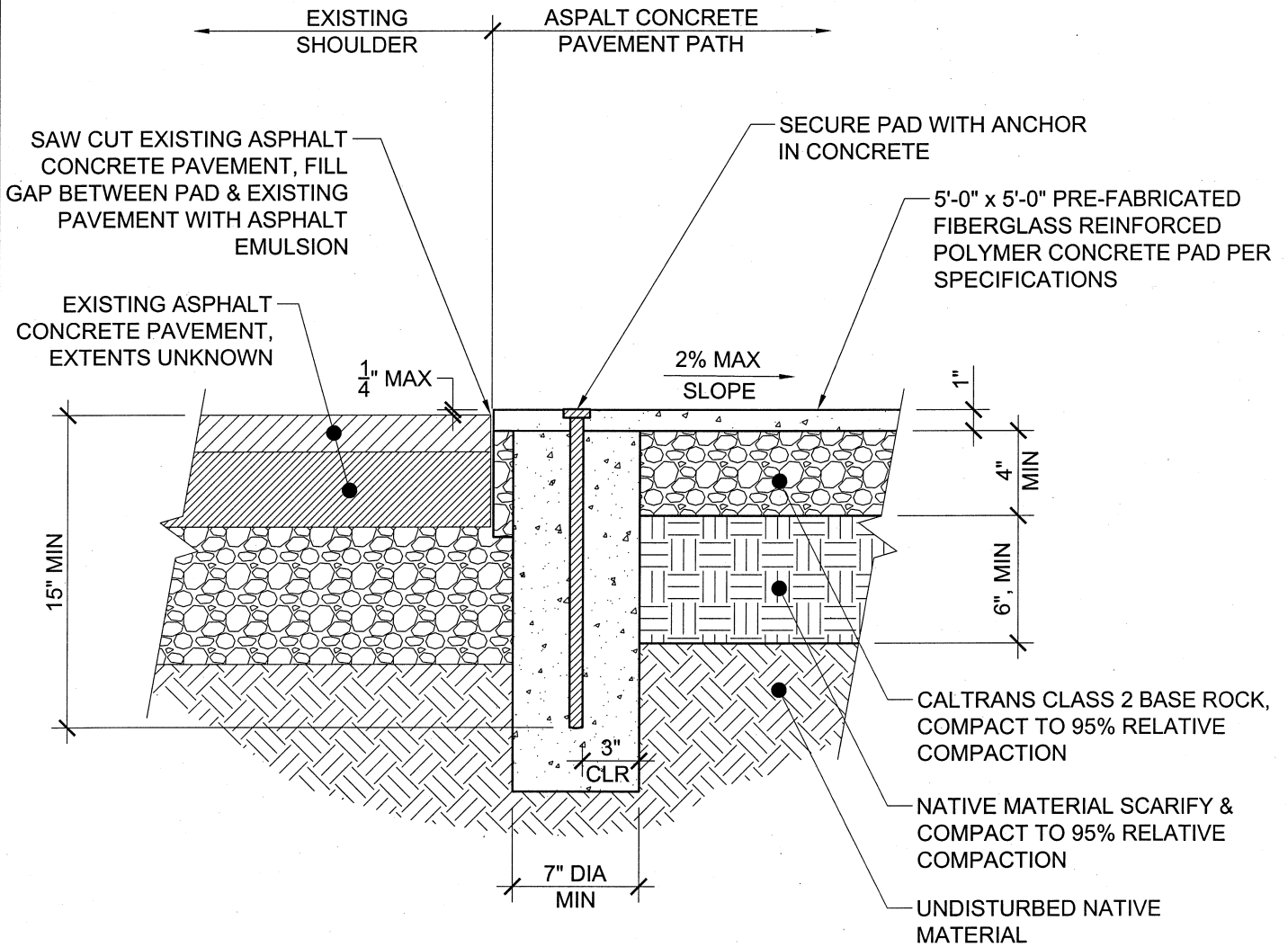


AC PAVEMENT PATH TRANSITION TO EXISTING SHOULDER

SCALE: 1 1/2" = 1'-0"

3


<p>S3</p> <p>DATE ISSUED: 03/06/12</p>	<p>EMERGENCY CALL BOX ADA ACCESSIBILITY PATH DETAILS</p> <p>PREPARED AT THE REQUEST OF</p> <p>SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION SERVICE AUTHORITY 1523 PACIFIC AVENUE SANTA CRUZ, CA 95060</p>	 <p>Mesiti-Miller Engineering, Inc. Civil and Structural Engineering 224 Walnut Avenue, Suite 8 • Santa Cruz, CA 95060 Phone 831-426-3186 • Fax 831-426-6607</p>	<p>DRAWN BY: GR</p>
	<p>  <p>Mesiti-Miller Engineering, Inc. Civil and Structural Engineering 224 Walnut Avenue, Suite 8 • Santa Cruz, CA 95060 Phone 831-426-3186 • Fax 831-426-6607</p> </p>		<p>CHECKED BY: AR</p> <p>JOB NUMBER: 12103</p>

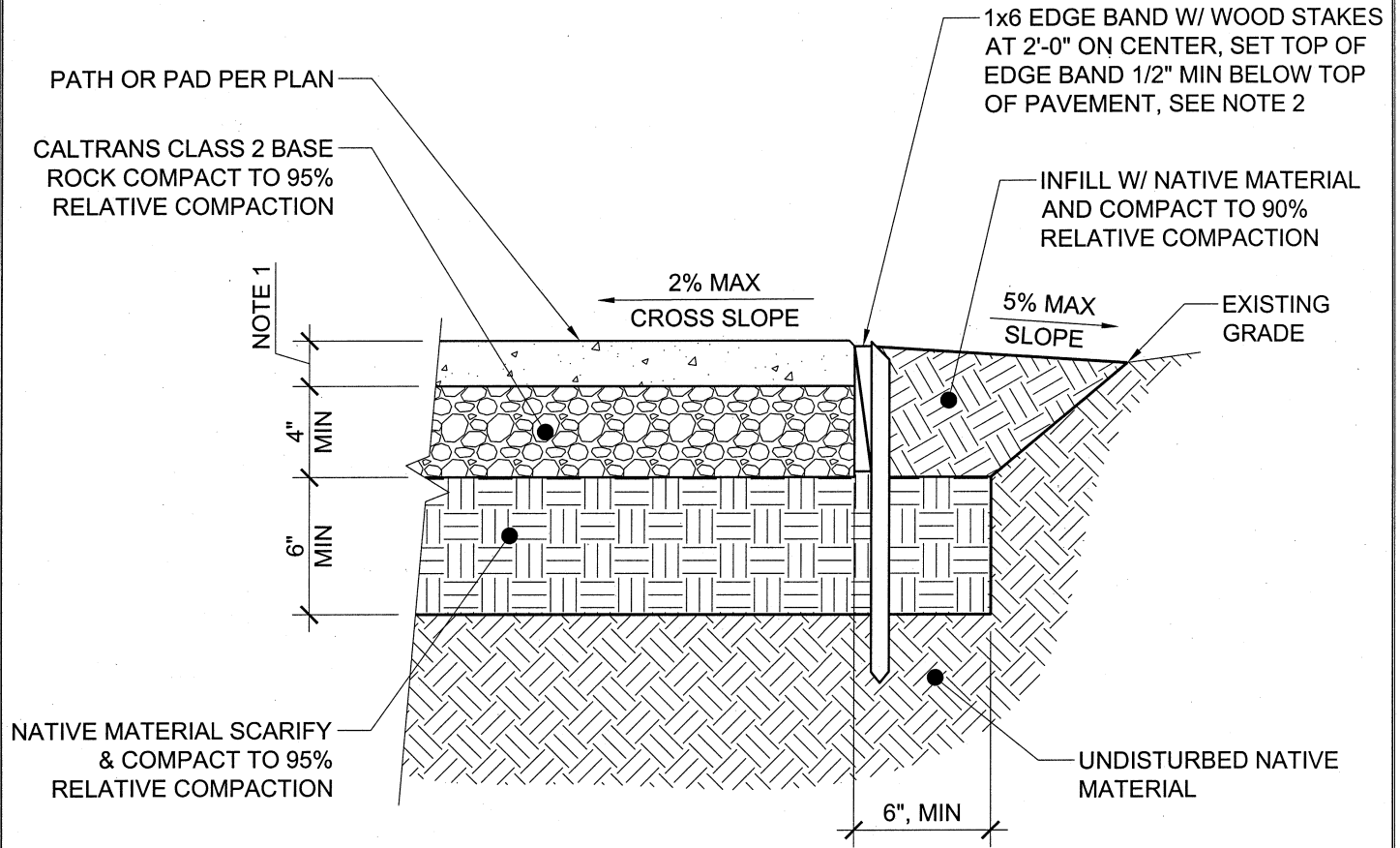


PRE-FABRICATED PAD TRANSITION TO EX SHOULDER

SCALE: 1 1/2" = 1'-0"

4

<p>S4</p> <p>DATE ISSUED: 03/06/12</p>	<p>EMERGENCY CALL BOX ADA ACCESSIBILITY PATH DETAILS</p> <p>PREPARED AT THE REQUEST OF</p> <p>SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION SERVICE AUTHORITY 1523 PACIFIC AVENUE SANTA CRUZ, CA 95060</p>	 <p>Mesiti-Miller Engineering, Inc. Civil and Structural Engineering 224 Walnut Avenue, Suite 51 • Santa Cruz, CA 95060 Phone 831-426-3186 • Fax 831-426-6607</p>	<p>DRAWN BY: GR</p>
	<p> <p> </p> </p>		<p>CHECKED BY: AR</p> <p>JOB NUMBER: 12103</p>



NOTES:

1. ASPHALT CONCRETE PATH MIN 2" THICK OR PREFABRICATED PAD 1" THICK
2. EDGE BAND NOT REQUIRED FOR PRE-FABRICATED PAD.

CROSS-SECTION PATH AND PAD

SCALE: 1 1/2" = 1'-0"

5

S5
DATE ISSUED: 02/06/12

**EMERGENCY CALL BOX
ADA ACCESSIBILITY PATH DETAILS**

PREPARED AT THE REQUEST OF
SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION SERVICE AUTHORITY
1523 PACIFIC AVENUE
SANTA CRUZ, CA 95060


Mesiti-Miller Engineering, Inc.
Civil and Structural Engineering
224 Walnut Avenue, Suite 91 • Santa Cruz, CA 95060
Phone 831-426-3186 • Fax 831-426-6607

DRAWN BY: GR
CHECKED BY: AR
JOB NUMBER: 12103

ATTACHMENT B
SAMPLE TAMC STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

TRANSPORTATION AGENCY FOR MONTEREY COUNTY
AND
AGREEMENT FOR PROFESSIONAL SERVICES
RELATED TO [PROJECT TITLE]
APPROVED BY THE TAMC BOARD ON:

This is an agreement between the Transportation Agency for Monterey County, hereinafter called "TAMC," and , a [indicate legal status of entity, e.g., a California corporation, an individual dba . . . , a California partnership], , hereinafter called "Consultant."

The parties agree as follows:

1. **Term of Agreement.** The term of this Agreement shall begin upon , contingent upon approval by the TAMC Board, and Consultant shall commence work only after a Notice to Proceed has been issued by TAMC's Project Manager specified in Paragraph 35. Unless earlier terminated as provided herein, this Agreement shall remain in force until **[FINAL DATE – JUNE 30 OR DECEMBER 31]**. Consultant acknowledges that this Agreement is not binding until it is fully executed and approved by TAMC.

2. **Payments to Consultant; maximum liability.** Subject to the limitations set forth herein, TAMC shall pay to Consultant the amounts provided in Exhibit B: Budget, upon receipt and acceptance of deliverables listed therein. Each payment by TAMC shall be for a specific deliverable or services outlined in Exhibit A: Scope of Work and Schedule. The maximum amount payable to the Consultant under this Agreement is set forth in Exhibit B: Budget and shall not exceed the amount of Dollars (\$XXXX). If there is any conflict between the terms of this Agreement and the terms of either Exhibit A (Scope of Work and Schedule) or Exhibit B (Budget), the terms of this Agreement shall prevail. TAMC does not guarantee any minimum amount of dollars to be spent under this Agreement.

3. **Employment of Consultant.** TAMC hereby engages Consultant and Consultant hereby agrees to perform the services set forth in Exhibit A: Scope of Work and Schedule, in conformity with the terms of this Agreement. Consultant will complete all work in accordance with the work schedule set forth in Exhibit A: Scope of Work and Schedule.

(a) The project title for this work is as follows:

[INSERT: PROJECT TITLE]

- (b) Consultant represents that Consultant and its agents, subcontractors and employees performing work hereunder are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required by this Agreement.
- (c) Consultant, its agents, subcontractors, and employees, shall perform all work in a safe, skillful, and professional manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements. Consultant shall ensure for itself and for any subcontractors under this Agreement that the applicable requirements of Labor Code Section 1725.5, concerning the registration of contractors for public works, shall be in force and maintained for the term of this Agreement.
- (d) Consultant shall furnish, at its own expense, all materials and equipment necessary to carry out the terms of this Agreement, except as otherwise provided herein. Consultant shall not use TAMC premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations hereunder.
- (e) Consultant's project manager shall be specified in Exhibit A. If Consultant desires to change the project manager, Consultant shall get written approval from the TAMC Executive Director of the new project manager.
- (f) Consultant shall submit progress reports at least once a month. The report should be sufficiently detailed for the TAMC Project Manager: to determine if Consultant is performing to expectations and if the work is on schedule; to communicate interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- (g) Consultant's Project Manager shall meet with TAMC's Project Manager, as needed, to discuss progress on the contract.

4. Payment Provisions and Allowable Costs:

- (a) The following Standard Payment Provisions apply to all contracts, regardless of the Method of Payment specified in Paragraph (b):
 - 1. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this Agreement.
 - 2. Reimbursement for travel costs, if eligible under the Method of Payment as specified below, shall not exceed the Short-Term Travel Lodging Rates and

Requirements listed on the Caltrans website, according to the Code of Regulations (CCR), Administrative Code, Title 2.

3. When milestone or task-by-task cost estimates are included in the Budget, Consultant shall seek approval from the TAMC Project Manager prior to any adjustment to compensation across work tasks. In the event that TAMC determines that a change to the Scope of Work and Schedule is required, such changes shall be approved and documented in writing by the TAMC Project Manager.
4. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. If Consultant fails to submit the required deliverable items according to the schedule set forth in Exhibit A: Scope of Work and Schedule (or task order, as applicable), TAMC shall have the right to delay payment or terminate this Agreement in accordance with the provisions of Paragraph 6, Termination.
5. Invoices shall be mailed to TAMC's Finance Officer, specified in Paragraph 35, at the address contained in Paragraph 36 (Notices). Invoices shall be submitted no later than 45 calendar days after the performance of work for which Consultant is billing. Invoices shall detail the work performed on each milestone or task. Invoices shall follow the format stipulated in Exhibit B: Budget and the Invoice Cover Sheet Format attached hereto as Exhibit C, and shall reference this Agreement's project title as specified in Section 3, and the Task Order title, if applicable. Consultant will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by TAMC's Finance Officer of itemized invoices.
6. The final invoice must contain the final cost and all credits due TAMC including any equipment purchased under the provisions of Paragraph 27 (Equipment Purchase) of this Agreement and shall be submitted within 60 calendar days after completion of Consultant's work under this agreement, or a given Task Order, as applicable.
7. No additional compensation will be paid to Consultant unless there is a change in the scope of the work. Changes in the scope of work that do not increase compensation may be approved by the TAMC Project Manager. Changes in the scope of work that would increase compensation must be authorized by an amendment to this Agreement approved by the TAMC Board of Directors.
8. Salary increases will be reimbursable only for Actual Cost Plus Fixed Fee or Rates of Compensation contracts and only if the increase is specified in Exhibit B: Budget. For personnel subject to prevailing wage rates as

described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

9. The total amount payable by TAMC resulting from this Agreement shall not exceed the amount specified in Section 2 of this Agreement.
 10. All subcontracts in excess of \$25,000 shall contain the above provisions.
- (b) Method of Payment: The method of payment for this Agreement will be based on: Actual Cost Plus a Fixed Fee and Rates of Compensation.

Actual Cost Plus a Fixed Fee provisions:

- i. TAMC will reimburse Consultant for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by Consultant in performance of the work. Consultant will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, equipment rental, overhead, and other estimated costs set forth in Exhibit B: Budget.
- ii. In no event, will Consultant be reimbursed for overhead costs at a rate that exceeds the approved overhead rate set forth in Exhibit B.
- iii. In addition to the allowable incurred costs, TAMC will pay Consultant a fixed fee as specified in Exhibit B: Budget. The fixed fee is nonadjustable for the term of the Agreement, unless such adjustment is made by written amendment of this Agreement.

Rates of Compensation provisions:

- i. Consultant will be reimbursed for hours worked at the rates specified in Exhibit B to this Agreement, which rates shall be inclusive of direct salary costs, employee benefits, overhead and fees, if any. These rates are not adjustable for the performance period set forth in this Agreement beyond that specified in Exhibit B.
 - ii. In addition, Consultant will be reimbursed for incurred (actual) direct costs other than salary costs that are in Exhibit B: Budget.
- (c) Task Order Provisions: Certain items of work under this contract shall be directed via Task Orders, as follows:
1. Once a specific project to be performed under this Agreement is identified by TAMC, TAMC's Project Manager will prepare a draft Task Order without the

cost estimate. The draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and a TAMC Task Manager. The draft Task Order will be delivered to Consultant for review. Consultant shall return the draft Task Order within ten (10) calendar days, along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee (if any), and a total dollar amount for the Task. After agreement has been reached on the negotiable items and total not-to-exceed cost, a finalized Task Order with the finalized Task Order Budget shall be signed by both TAMC and Consultant.

2. If no agreement on the Task Order is reached within a reasonable amount of time, TAMC may take such other actions as TAMC deems appropriate to accomplish the Task.
3. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, as designated above in the Method of Payment Section, both of which must be based on the labor and other rates set forth in Exhibit B: Budget. A Task Order is of no force or effect until returned to TAMC and signed by an authorized representative of TAMC. No expenditures are authorized on a project or task, and work shall not commence until a Task Order for that project/task has been executed by TAMC.
4. The period of performance for Task Orders shall be in accordance with the dates specified in the Task Order. No Task Order will be written which extends beyond the expiration of this Agreement.
5. The total amount payable by TAMC for an individual Task Order shall not exceed the amount agreed to in the Task Order Budget, unless authorized by a written amendment.
6. If the Consultant fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.
7. Task Orders may not be used to amend this Agreement and may not exceed the scope of work, or the term, of this Agreement.
8. The total amount payable by TAMC under all Task Orders resulting from this Agreement shall not exceed the amount specified in Section 2 of this Agreement. It is understood and agreed that there is no guarantee, either expressed or implied, that this total dollar amount will be authorized under this Agreement through Task Orders.

5. Retention of Funds.

- (a) No Retainage by TAMC or Prime Consultant: No retainage will be withheld by TAMC from progress payments due the prime Consultant. Retainage by the prime consultant or subconsultants is prohibited, and no retainage will be held by the prime consultant from progress due subconsultants. Any violation of this provision shall subject the violating prime consultant or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both Disadvantaged Business Enterprise (DBE) and non-DBE prime consultants and subconsultants.
- (b) Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

6. Termination.

- (a) TAMC reserves the right to terminate this Agreement upon thirty (30) calendar days' written notice to Consultant with the reasons for termination stated in the notice.
- (b) TAMC may also terminate this Agreement at any time for good cause effective immediately upon written notice to Consultant. "Good cause" includes, without limitation, the failure of Consultant to perform the required services at the time and in the manner provided herein, as well as failure to comply with the provisions of Paragraphs 13 and 14, relating to audits, below. Notwithstanding TAMC's right to terminate for good cause effective immediately upon written notice thereof, TAMC shall provide prior notice to Consultant of any ground for termination then being considered, and also provide Consultant with a good faith opportunity to avoid termination, as reasonably determined by TAMC in its absolute discretion. If TAMC terminates this Agreement for good cause, TAMC may be relieved of the payment of any consideration to Consultant, and TAMC may proceed with the work in any manner, which it deems proper. Costs incurred by TAMC thereby shall be deducted from any sum otherwise due Consultant.

- (c) The maximum amount for which TAMC shall be liable if this Agreement is terminated is zero (0) dollars.
- (d) It is also mutually understood between TAMC and Consultant that this Agreement may have been written before ascertaining the availability of funds, or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made. This Agreement is valid and enforceable only if sufficient funds are made available to TAMC for the purpose of this Agreement. It is mutually agreed that if sufficient funds are not appropriated, this Agreement may be amended to reflect any reduction in funds. TAMC retains the right to direct Consultant immediately to stop work and to terminate this Agreement for convenience, pursuant to Paragraph 6(a) above, in order to address any reduction of funds.
- (e) Termination of this Agreement shall not terminate Consultant's duty to defend, indemnify and hold harmless TAMC, as provided in Paragraphs 8 and 20.

7. Cost Principles and Administrative Requirements.

- (a) Consultant agrees that the contract Cost Principles and Procedures, 48 Code of Federal Regulations (CFR), Chapter 1, Part 31.000 *et seq.*, Federal Acquisition Regulations System, shall be used to determine the cost allowability of individual items.
- (b) Consultant also agrees to comply with federal procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Costs Principles and Audit Requirements.
- (c) Any costs for which payment has been made to Consultant under this Agreement that are determined by subsequent audit to be unallowable under 2 CFR Part 200 are subject to repayment by Consultant to TAMC.
- (d) Consultants and subconsultants shall maintain accounting systems related to the work to be performed pursuant to this Agreement that conform to Generally Accepted Accounting Principles (GAAP).
- (e) All subcontracts in excess of \$25,000 shall contain the above provisions.

8. Indemnification.

- (a) For the purposes of the following indemnification provisions ("Indemnification Provisions"), "design professional" has the same meaning as set forth in

California Civil Code Section 2782.8. If any term, provision or application of these Indemnification Provisions is found to be invalid, in violation of public policy, or unenforceable to any extent, such finding shall not invalidate any other term or provision of these Indemnification Provisions, and such other terms and provisions shall continue in full force and effect. If there is any conflict between the terms, provisions or application of these Indemnification Provisions and the provisions of California Civil Code Sections 2782 and 2782.8, the broadest indemnity protection for TAMC under these Indemnification Provisions that is permitted by law shall be provided by Consultant.

- (b) Indemnification for Design Professional Services Claims: Consultant shall indemnify, defend, and hold harmless TAMC, its governing board, officers, agents, and employees, from and against any all claims that arise out of, or pertain to, or related to the negligence, recklessness, or willful misconduct of Consultant, any subcontractor, anyone directly or indirectly employed by them, or anyone that they control in the performance of design professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence, or willful misconduct of TAMC, or defect in a design furnished by TAMC, but in no event shall the amount of such Consultant's liability exceed such Consultant's proportionate percentage of fault as determined by a court, arbitrator or mediator, or as set out in a settlement agreement. In the event one (1) or more defendants to any action involving such claim or claims against TAMC is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, such Consultant shall meet and confer with the other parties to such action regarding unpaid defense costs.
- (c) Indemnification for All Other Claims or Loss: For any claims, losses, costs, damages, injuries, other than claims arising out of Consultant's performance of design professional services under this Agreement, Consultant shall defend (with legal counsel reasonably acceptable to TAMC), indemnify and hold harmless TAMC, its governing board, officers, agents, and employees, from and against any claims, losses, costs, damages, injuries (including injury to or death of an employee of Consultant or its subcontractors), expenses and liabilities of every kind, nature and description (including incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of Consultant, any subcontractor, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify TAMC, its officers, agents, and employees, shall not apply to the extent that such Liabilities are caused in part by the sole negligence, active negligence, or willful misconduct of TAMC, or a defect in a design furnished by TAMC. To the extent there is an obligation to indemnify under this sub-

paragraph 8(c), Consultant shall be responsible for incidental and consequential damages resulting directly or indirectly, in whole or in part, from Consultant's negligence, recklessness, or willful misconduct.

- (d) Notwithstanding any other provision of this Agreement, Consultant's obligation to defend, indemnify and hold harmless TAMC as expressed in these Indemnification Provisions shall survive the termination or expiration of the Agreement for a term to include the applicable statute of limitations related to the Consultant's performance pursuant to the Agreement.

9. Insurance.

- (a) Without limiting Consultant's duty to indemnify as set forth in this Agreement, Consultant shall maintain, at no additional cost to TAMC, throughout the term of this Agreement a policy or policies of insurance with the following coverage and minimum limits of liability:
1. Commercial general liability insurance, including but not limited to premises, personal injury, products, and completed operations, with a combined single limit of One Million Dollars (\$1,000,000) per occurrence.
 2. Professional liability insurance in the amount of not less than One Million Dollars (\$1,000,000) per claim and Three Million Dollars (\$3,000,000) in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims made" basis rather than an "occurrence" basis, Consultant shall, upon the expiration or termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the surviving term of Consultant's obligation to defend, indemnify and hold harmless TAMC as set for in Paragraph 8.
 3. Comprehensive automobile insurance covering all motor vehicles, including owned, leased, hired and non-owned vehicles used in providing services under this Agreement, with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence.
- (b) All insurance required under this Agreement shall be with a company acceptable to TAMC and authorized by law to transact insurance business in the State of California. Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to TAMC. Unless otherwise provided in this Agreement, all such insurance shall be written on an occurrence basis; or, if any policy cannot be written on an occurrence basis, such policy shall

continue in effect for a period of two years following the date of Consultant's completion of performance hereunder.

- (c) Each policy of insurance required under this Agreement shall provide that TAMC shall be given written notice at least thirty days in advance of any change, cancellation or non-renewal thereof. Each policy shall provide identical coverage for each subcontractor performing work under this Agreement, or be accompanied by a certificate of insurance for each subcontractor showing identical insurance coverage.
- (d) Commercial general liability and automobile liability policies shall provide an endorsement naming TAMC, its officers, agents, and employees, as additional insureds and shall further provide that such insurance is primary to any insurance or self-insurance maintained by TAMC, and that no insurance of any additional insured shall be called upon to contribute to a loss covered by Consultant's insurance.
- (e) TAMC shall not be responsible for any premiums or assessments on the policy.

10. Workers' Compensation Insurance. If during the performance of this Agreement, Consultant employs one or more employees, then Consultant shall maintain a workers' compensation plan covering all of its employees as required by Labor Code Section 3700, either (a) through workers' compensation insurance issued by an insurance company, with coverage meeting the statutory limits and with a minimum of One Million Dollars (\$1,000,000) per occurrence for employer's liability, or (b) through a plan of self-insurance certified by the State Director of Industrial Relations, with equivalent coverage. If Consultant elects to be self-insured, the certificate of insurance otherwise required by this Agreement shall be replaced with consent to self-insure issued by the State Director of Industrial Relations. The provisions of this paragraph apply to any subcontractor employing one or more employees, and Consultant shall be responsible for all subcontractors' compliance herewith.

11. Safety Provisions.

- (a) Consultant shall comply with Division of Occupational Safety and Health (CAL-OSHA) regulations applicable to Consultant regarding necessary safety equipment or procedures. Consultant shall comply with safety instructions issued by TAMC Safety Officer and other TAMC representatives. Consultant personnel shall wear hard hats and safety vests at all times while working on a construction project site.
- (b) If applicable to work to be performed by Consultant identified in the Scope of Work (Exhibit A), and pursuant to the authority contained in Section 591 of the Vehicle Code, TAMC has determined that such areas are within the limits of the project and are open to public traffic. Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. Consultant shall take all

reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

- (c) Any subcontract entered into as a result of this Agreement, shall contain all of the provisions of this section.
- (d) Consultant must have a CAL-OSHA permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five feet or deeper.

12. Certificate of Insurance and Taxpayer Identification. Prior to the execution of this Agreement by TAMC, Consultant shall submit a completed federal W-9 form, Request for Taxpayer Identification Number and Certification, and file certificates of insurance with TAMC's Finance Officer evidencing that Consultant has in effect the insurance required by this Agreement. Consultant shall file a new or amended certificate promptly after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify any indemnification provision of this Agreement.

13. Retention of Records/Audit.

- (a) For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the Agreement pursuant to Government Code 8546.7, Consultant, subconsultants, and TAMC shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under the Agreement. The state, State Auditor, TAMC, Federal Highway Administration (FHWA), or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of Consultant and its certified public accountants (CPA) work papers that are pertinent to the Agreement and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.
- (b) Subcontracts in excess of \$25,000 shall contain this provision.

14. Audit Review Procedures.

- (a) Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement, shall be reviewed by TAMC'S Finance Officer.
- (b) Not later than 30 days after issuance of the final audit report, Consultant may request a review by TAMC'S Finance Officer of unresolved audit issues. The request for review will be submitted in writing.
- (c) Neither the pendency of a dispute nor its consideration by TAMC will excuse Consultant from full and timely performance, in accordance with the terms of this Agreement.
- (d) Consultant and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is Consultant's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The contract, cost proposal, and ICR shall be adjusted by Consultant and approved by TAMC project manager to conform to the audit or review recommendations. Consultant agrees that individual terms of costs identified in the audit report shall be incorporated into the Agreement by this reference if directed by TAMC at its sole discretion. Refusal by Consultant to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.

15. Inspection of Work. Consultant and any subconsultant shall permit TAMC, the State, and the FHWA (if federal participating funds are used in this Agreement) to review and inspect the project activities and files at all reasonable times during the performance period of this Agreement including review and inspection on a daily basis.

16. Confidentiality; Return of Records. Consultant and its officers, employees, agents, and subcontractors shall comply with all federal, State and local laws providing for the confidentiality of records and other information. Consultant shall not disclose any confidential information received from TAMC or prepared in connection with the performance of this Agreement without the express permission of TAMC. Consultant shall promptly transmit to TAMC all requests for disclosure of any such confidential information.

Consultant shall not use any confidential information gained through the performance of this Agreement except for the purpose of carrying out Consultant's obligations hereunder. When this Agreement expires or terminates, Consultant shall return to TAMC all records, which Consultant utilized or received from TAMC to perform services under this Agreement.

17. Amendments and Modifications. No modification or amendment of this Agreement shall be valid unless it is set forth in writing and executed by the parties hereto.

18. Statement of Compliance/Non-Discrimination.

- (a) Consultant's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that Consultant has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
- (b) During the performance of this Agreement, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

19. Harassment. TAMC maintains a strict policy prohibiting unlawful harassment, including sexual harassment, in any form, including verbal, physical and visual harassment by any employee, supervisor, manager, officer or Board member, or agent of the employer. Vendors, contractors, and consultants shall not engage in conduct that has an effect of unreasonably interfering with a TAMC employee's work performance or creates an intimidating, hostile or offensive work environment.

20. ADA Access. TAMC is committed to accessibility, including California State Web Content Accessibility Guidelines and Federal law and regulations related to the Americans with Disabilities Act. Consultant shall review and follow TAMC's adopted ADA Best Practices for Documents and Outreach with regard to conducting public outreach, developing outreach materials, and producing public documents and content for the Agency and its website.
21. Independent Contractor. In its performance under this Agreement, Consultant is at all times acting and performing as an independent contractor and not as an employee of TAMC or any of its member jurisdictions. No offer or obligation of employment is intended in any manner, and Consultant shall not become entitled by virtue of this Agreement to receive any form of benefits accorded to employees including without limitation leave time, health insurance, workers' compensation coverage, disability benefits, and retirement contributions. Consultant shall be solely liable for and obligated to pay directly all applicable taxes, including without limitation federal and State income taxes and social security arising out of Consultant's performance of this Agreement. In connection therewith, Consultant shall defend, indemnify, and hold harmless TAMC from any and all liability, which TAMC may incur because of Consultant's failure to make such payments.
22. Delegation of Duties; Subcontracting.
- a) Nothing contained in this Agreement or otherwise, shall create any contractual relation between TAMC and any subconsultant(s), and no subcontract shall relieve Consultant of its responsibilities and obligations hereunder. Consultant agrees to be as fully responsible to TAMC for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Consultant. Consultant's obligation to pay its subconsultant(s) is an independent obligation from TAMC'S obligation to make payments to the Consultant.
 - b) Consultant shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this Agreement shall be subcontracted without written authorization by TAMC's Executive Director, except that, which is expressly identified in the approved Budget/Cost Proposal.
 - c) Consultant shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to Consultant by TAMC.
 - d) Any subcontract in excess of \$25,000 entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement to be applicable to subconsultants.
 - e) Any substitution of subconsultant(s) must be approved in writing by TAMC's Executive Director prior to the start of work by the subconsultant(s).

- f) Any work performed by a subconsultant shall be done in conformance with this Agreement, and TAMC shall pay Consultant for the work but not for any markup, including subcontract management, supervisions, administrative and other expenses, or reimbursable costs.

23. Ownership of Data.

- a) Upon completion of all work under this Agreement, ownership and title to all reports, documents, plans, specifications, and estimates produce as part of this Agreement will automatically be vested in TAMC; and no further agreement will be necessary to transfer ownership to TAMC. Consultant shall furnish TAMC all necessary copies of data needed to complete the review and approval process.
- b) It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the connection with the project for which this Agreement has been entered into.
- c) Consultant is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by TAMC of the machine-readable information and data provided by Consultant under this Agreement; further, Consultant is not liable for claims, liabilities, or losses arising out of, or connected with any use by TAMC of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as many be authorized in writing by Consultant.
- d) Applicable patent rights provisions regarding rights to inventions shall be included in the Agreements as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- e) TAMC may permit copywriting reports or other agreement products. If copyrights are permitted, FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish or otherwise use the data, and may authorize others to use the work for government purposes.
- f) Any subcontract in excess of \$25,000 entered into as a result of this Agreement, shall contain all of the provisions of this Article.

24. Confidentiality of Data.

- a) All financial, statistical, personal, technical, or other data and information relative to TAMC's operations, which are designated confidential by TAMC and made available to Consultant in order to carry out this Agreement, shall be protected by Consultant from unauthorized use and disclosure.

- b) Permission to disclose information on one occasion, or public hearing held by TAMC relating to the Agreement, shall not authorize Consultant to further disclose such information, or disseminate the same on any other occasion.
- c) Consultant shall not comment publicly to the press or any other media regarding the Agreement or TAMC's actions on the same, except to TAMC's staff, Consultant's own personnel involved in the performance of this Agreement, and at public hearings or in response to questions from a Legislative committee.
- d) Consultant shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this Agreement without prior review of the contents thereof by TAMC, and receipt of TAMC'S written permission.
- e) Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this Article.

25. Compliance with Terms of Federal or State Grant. If any part of this Agreement has been or will be funded pursuant to a grant from the federal or State government in which TAMC is the grantee, Consultant shall comply with all provisions of such grant applicable to Consultant's work hereunder, and said provisions shall be deemed a part of this Agreement as though fully set forth herein.

26. Use of United States – flag Vessels. If this Agreement relates to a federally-funded construction contract, the Consultant agrees:

- a) To utilize privately owned United State-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this Agreement, to the extent such vessels are available at fair and reasonable rates for Unites States-flag commercial vessels.
- b) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a) of this section to both the TAMC Project Manager (through the prime contractor in the case of subcontractor bills-of lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
- c) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this Agreement.

27. Prevailing Wages.

- a) Consultant shall comply with the all prevailing wage requirements, including California Labor Code Section 1770, et seq., and any Federal or local laws or ordinances, that may be applicable to the work to be performed pursuant to this Agreement.
- b) Any subcontract entered into as a result of this Agreement, if for more than \$25,000 for public works, shall contain all the provisions of this Paragraph 26.
- c) When prevailing wages may apply to the services described in the Scope of Work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination found on the DIR website.

28. Equipment, Supplies or Consultant Services Purchases.

- (a) Prior authorization in writing by TAMC's Project Manager shall be required before Consultant enters into any unbudgeted purchase order, or subcontract exceeding Five Thousand Dollars (\$5,000) for supplies, equipment, or unbudgeted Consultant services. Consultant shall provide an evaluation of desirability of incurring such costs.
- (b) For purchase of any items, service or consulting work not covered in Consultant's Cost Proposal and exceeding Five Thousand Dollars (\$5,000), prior authorization is required by TAMC's Project Manager; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- (c) Any equipment purchased as a result of this Agreement is subject to the following:
 - 1. Consultant shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of Five Thousand Dollars (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, TAMC shall receive a proper refund or credit for such equipment at the conclusion of the Agreement, or if the Agreement is terminated, Consultant may either keep the equipment and credit TAMC in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established TAMC procedures for such sales and then credit TAMC in an amount equal to that sales price. If Consultant elects to keep the equipment, fair market value shall be determined at Consultant's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from and appraiser mutually acceptable to TAMC and Consultant; if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by TAMC.

2. Consultant acknowledges that, if federal funds are used in this Agreement, 49 CFR, Part 1201 requires a credit to Federal funds when participating equipment with a fair market value greater than Five Thousand Dollars (\$5,000) is credited to the project for which this Agreement was entered into.
- (d) Consultant shall include these provisions into any subcontract in excess of Twenty-Five Thousand Dollars (\$25,000).

29. Conflict of Interest.

- (a) Consultant shall disclose any financial, business, or other relationship with TAMC that may have an impact upon the outcome of this Agreement, or any ensuing TAMC construction project. Consultant shall also list current clients who may have a financial interest in the outcome of this Agreement, or any ensuing TAMC construction project, which will follow.
- (b) Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.
- (c) Any subcontract in excess of \$25,000 entered into as a result of this Agreement, shall contain all of the provisions of this Article.

30. Governing Laws. This Agreement shall be construed and enforced according to the laws of the State of California, and the parties hereby agree that the County of Monterey shall be the proper venue for any dispute arising hereunder.

31. Construction of Agreement. The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any exhibit or amendment. To that end, it is understood and agreed that this Agreement has been arrived at through negotiation, and that neither party is to be deemed the party which prepared this Agreement within the meaning of Civil Code Section 1654. Section and paragraph headings appearing herein are for convenience only and shall not be used to interpret the terms of this Agreement.

32. Waiver. Any waiver of any term or condition hereof must be in writing. No such waiver shall be construed as a waiver of any other term or condition herein.

33. Successors and Assigns. This Agreement and all rights, privileges, duties and obligations hereunder, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns and heirs.

34. Time is of the Essence. The parties mutually acknowledge and agree that time is of the essence with respect to every provision hereof in which time is an element. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act, nor shall any such extension create a precedent for any further or future extension.

35. Contract Administrators. Consultant's designated principal responsible for administering Consultant's work under this Agreement shall be listed in Exhibit A; TAMC's designated administrator of this Agreement shall be Debra L. Hale, Executive Director. TAMC's Project Manager under this Agreement shall be [NAME], and TAMC's Finance Officer shall be Dave Delfino.

36. Notices. Notices required under this Agreement shall be delivered personally or by electronic facsimile, e-mail, or by first class or certified mail with postage prepaid. Notice shall be deemed effective upon personal delivery, facsimile transmission, or email-receipt, or on the third day after deposit with the U.S. Postal Service. Consultant shall give TAMC prompt notice of any change of address. Unless otherwise changed according to these notice provisions, notices shall be addressed as follows:

To TAMC:	Debra L. Hale	To Consultant:
	Executive Director	
	55-B Plaza Circle	
	Salinas, CA 93901	
Tel:	831-775-0903	Tel:
Fax:	831-775-0897	Fax:
Email:	debbie@tamcmonterey.org	Email:

37. Non-exclusive Agreement. This Agreement is non-exclusive and both parties reserve the right to contract with other entities for the same or similar services.

38. Execution of Agreement. Any individual executing this Agreement on behalf of an entity represents and warrants that he or she has the requisite authority to enter into this Agreement on behalf of such entity and to bind the entity to the terms and conditions hereof. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

39. Debarment and Suspension Certification.

- (a) Consultant's signature affixed below shall constitute a certification under penalty of perjury under the laws of the State of California that the Consultant has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (non-procurement)," which certifies that Consultant or any person associated with Consultant in the capacity of owner, partner, director,

officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by an federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to the TAMC.

- (b) Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Consultant responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- (c) Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal Highway Administration.

40. Rebates, Kickbacks or Other Unlawful Consideration Prohibited. Consultant warrants that this Agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any TAMC employee. TAMC shall have the right, in its sole and absolute discretion to do any of the following for breach or violation of this warranty: to terminate the Agreement without liability; to pay for the value of the work actually performed; or to deduct from the compensation to be paid under this Agreement (or otherwise recover) the full amount of any such rebate, kickback or unlawful consideration.

41. Prohibition of Expending Local Agency, State or Federal Funds for Lobbying.

- (a) Consultant certifies to the best of his, her or its knowledge and belief that:
 - i. No State, Federal or local agency appropriated funds have been paid, or will be paid, by or on behalf of Consultant to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a member of the State Legislature or United States Congress; an officer or employee of the State Legislature or United States Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any State or Federal contract; in connection with the making of any State or Federal grant; in connection with the making of any State or Federal loan; in connection with the entering into of any cooperative agreement, and in connection with the extension, continuation, renewal, amendment, or modification of any State or Federal contract, grant, loan or cooperative agreement.

- ii. If any funds other than Federal appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress; or an employee of a Member of Congress, in connection with this contract, grant, loan or cooperative agreement, then Consultant shall complete and submit a Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- (b) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Consultant acknowledges that any person who fails to file the required certification shall be subject to a civil penalty of not less than Ten Thousand Dollars (\$10,000) and not more than One Hundred Thousand Dollars (\$100,000) for such failure.

- (c) By signing this Agreement, Consultant also agrees that Consultant will require that the language of this certification will be included in all lower-tier subcontracts which exceed One Hundred Thousand Dollars (\$100,000), and that all recipients of such subcontracts shall certify and disclose accordingly.

42. Exhibits. The following Exhibits are attached hereto and incorporated by reference:

- Exhibit A, Scope of Work and Schedule
- Exhibit B, Budget
- Exhibit C, Invoice Cover Sheet Format
- Exhibit D, ADA Best Practices for Documents and Outreach

43. Entire Agreement. This document, including all exhibits hereto, constitutes the entire agreement between the parties, and supersedes any and all prior written or oral negotiations and representations between the parties concerning all matters relating to the subject of this Agreement.

IN WITNESS WHEREOF, TAMC and Consultant execute this agreement as follows:

TAMC

[CONSULTANT]

By: _____
Debra L. Hale
Executive Director

By: _____
Name: _____
Title: _____

Dated: _____

Dated: _____

By: _____
Name: _____
Title: _____

Dated: _____

INSTRUCTIONS: If Consultant is a corporation (including limited liability and nonprofit corporations), the full legal name of the corporation shall be set forth together with the signatures of two specified officers. If Consultant is a partnership, the name of the partnership shall be set forth together with the signature of a partner with authority to execute this Agreement on behalf of the partnership. If Consultant is contracting in an individual capacity, the individual shall set forth the name of his or her business, if any, and shall personally sign the Agreement.

Approved as to form:

TAMC Counsel

Dated: _____

For TAMC internal use:

Work Element number to be used for the contract: _____

EXHIBIT A: Scope of Work and Schedule

EXHIBIT B: Budget

EXHIBIT C: Invoice Cover Page Format

[Project Title]
[Consultant Firm Name]

Invoice #

Invoice Date

Invoice Period

Task #	Task Name	Task Budget	Previously billed	Current invoice	Remaining Funds	% billed to-date	% Task Complete	Work performed this period
1								
2								
3								
4								
	TOTAL							

Exhibit D: ADA Best Practices for Documents and Outreach

ATTACHMENT B-1 LEGAL RELATIONS

1. CONTRACTOR'S LICENSING REQUIREMENTS

Attention is directed to the provisions of Chapter 9 of Division 3 of the Business and Professions Code concerning the licensing of contractors. Contractor shall be legally entitled to perform contracts requiring a Class A, General Engineering, Class C-7, Low Voltage Systems, or Class C-10, Electrical, Contractor's license. Contractor shall also be properly licensed at all times during the performance of the work and performance of the contract.

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

2. CONTRACT BONDS

The Contractor, at the time of signing and executing the contract, shall execute and file with the Transportation Agency for Monterey County (TAMC) the following bonds to the satisfaction and approval of TAMC:

- A. Performance Bond in a sum not less than one hundred percent (100%) of the amount of the contract conditional upon the faithful performance of the contract. The bond shall contain a provision that the surety thereon waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.
- B. Payment (Labor and Materials) Bond in a sum of one hundred percent (100%) of the amount of the contract in accordance with Public Contract Code Section 9550 et seq.

Performance Bond and Payment Bond shall be on the forms provided by TAMC. The surety companies shall familiarize themselves with all provisions and conditions of the contract documents. It is understood and agreed that the surety or sureties waive the right of special notification of any modifications or alterations, omissions or reductions, extra or additional work, extensions of time, or any other act or acts by TAMC or its authorized agents under the terms of the contract; and failure to so notify the surety companies of such changes shall in no way relieve the surety or sureties of their obligations under this contract. The surety expressly waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

All bonds must be signed by principal(s) of the Contractor. All required signatures on the bond must be notarized. The surety's Attorney-in-Fact must sign all copies of the bonds, impress or affix the corporate seal on each copy, and provide one current copy of the Power of Attorney for the Attorney-in-fact.

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

3. MEANS AND METHODS

TAMC will not have control over, be in charge of, nor be responsible for construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the work, since these are solely contractor's responsibility.

TAMC or adjacent property owner may perform other work adjacent to or within the project area, concurrent with the contractor 's operations. The contractor shall cooperate fully with TAMC in all operations which coincide with other work being performed, and provide TAMC with such scheduling and other information as may be required by TAMC to perform such other work. The contractor shall conduct operations to minimize interference with the work of other forces or contractors performing such work. This work performed by a second contractor may include work which is incomplete or in dispute with the contractor.

Any disputes or conflicts which may arise between the contractor and any other forces or contractors retained by TAMC, causing delays or hindrance to each other, shall be referred to TAMC for resolution.

TAMC shall have the right at any time during the progress of this work to take over and place in service any completed or partially completed portion of the work, notwithstanding the time for completion of the entire work or such portions which may not have expired; but such taking possession thereof shall not be deemed an acceptance of any of the work, nor work on those portions not completed in accordance with the contract documents.

4. LABOR CODE

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

An inadvertent error in listing a subcontractor that is not registered shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any one of Section 1771.1(c)(1)-(3) applies. Failure of a listed subcontractor to be registered shall be grounds for the contractor to substitute a registered subcontractor for the unregistered subcontractor. The Agency shall not accept any bid, nor shall the Agency or bidder enter any contract or subcontract, without proof of the contractor or subcontractor's current registration to perform public work pursuant to Section 1725.5 of the California Labor Code. The prime contractor shall post job site notices, as required by Section 1771.4(a) (2) of the California Labor Code and regulations. The prime contractor shall submit records to the Labor Commissioner, as required by Sections 1771.4(a) (3), 1771.4(c) (2), and 1776 of the California Labor Code.

5. WAGES

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

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

subcontractor, the prime contractor of the project is not liable for the penalties described above unless the prime contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime contractor fails to comply with all of the following requirements:

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

Pursuant to Section 1775 of the California Labor Code, the Division of California Labor Standards Enforcement shall notify the Contractor on a public works (TAMC) project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works (TAMC) project to pay workers the general prevailing rate of per diem wages. If the Division of Labor Standards Enforcement determines that employees of a subcontractor were not paid the general prevailing rate of per diem wages and if the Agency did not retain sufficient money under the contract to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the contractor shall withhold an amount of moneys due the subcontractor sufficient to pay those employees the general prevailing rate of per diem wages if requested by the Division of Labor Standards Enforcement. The Contractor shall pay any money retained from and owed to a subcontractor upon receipt of notification by the Division of Labor Standards Enforcement that the wage complaint has been resolved. If notice of the resolution of the wage complaint has not been received by the Contractor within 180 days of the filing of a valid notice of completion or acceptance of the public works (TAMC) project, whichever occurs later, the Contractor shall pay all moneys retained from the subcontractor to the Agency. These moneys shall be retained by the Agency pending the final decision of an enforcement action.

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

General prevailing wage rates are also available from the California Department of Industrial Relations' Internet Web Site at: <http://www.dir.ca.gov>.

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

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

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

6. **CERTIFIED PAYROLL**

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

7. APPRENTICES

The Contractor and subcontractors shall comply with the provisions in Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code and Title 8, California Code of Regulations Section 200 et seq. To ensure compliance and complete understanding of the law regarding apprentices, and specifically the required ratio thereunder, the Contractor and each subcontractor should, where some question exists, contact the Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, CA 94102, or one of its branch offices prior to commencement of Work on the contract. Responsibility for compliance with this section lies with the Contractor.

It is State and TAMC policy to encourage the employment and training of apprentices on public works contracts as may be permitted under local apprenticeship standards.

8. WORKING HOURS

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

9. OCCUPATIONAL SAFETY AND HEALTH STANDARDS

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

10. EXCAVATION SAFETY

Per California Labor Code Section 6500, Contractor shall possess a valid Construction Activity Permit for construction of trenches or excavations which are five (5) feet or deeper and into which a person is required to descend. When trenches or excavations five (5) feet or deeper are anticipated as part of the contract, Contractor shall possess a valid permit at the time of bidding and for the life of the contract. Contractor shall furnish copies of valid permits to TAMC.

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

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

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

11. PUBLIC SAFETY

It is the contractor's responsibility to provide for the convenience and safety of the public in connection with his operations.

12. PRESERVATION OF PROPERTY

Due care shall be exercised to avoid injury to existing roadway improvements or facilities, utility facilities, adjacent property, roadside trees and other plants that are not to be removed.

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

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

13. SUITS TO RECOVER PENALTIES AND FORFEITURES

Attention is directed to Sections 1730 to 1733, inclusive, of the California Labor Code concerning suits to recover amounts withheld from payment for failure to comply with requirements of the California Labor Code or contract provisions based on those laws.

Those sections provide that a suit on the contract for alleged breach thereof in not making the payment is the exclusive remedy of the contractor or the contractor's assignees with reference to amounts withheld for those penalties or forfeitures; and that the suit must be commenced and actual notice thereof received by the awarding authority prior to 90 days after completion of the contract and the formal acceptance of the job.

14. ASSIGNMENT OF ANTITRUST ACTIONS

The contractor's attention is directed to the following requirements in Public Contract Code 7103.5 and Government Code Sections 4553 and 4554, which shall be applicable to the contractor and the contractor's subcontractors:

"In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties.

If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action."

15. MISCELLANEOUS PROVISIONS

Nothing contained in the contract is intended to make the public or any member thereof a third party beneficiary of the Insurance or Indemnity provisions of these contract, nor is any term, condition or other provision of the contract intended to establish a standard of care owed to the public or any member thereof.

This contract shall bind and inure to the heirs, devisees, assignees, and successors in interest of contractor, and to the successors in interest of TAMC, in the same manner as if such parties had been expressly named herein.

This contract shall be governed by the laws of the State of California.

If any one or more of the provisions contained in the contract should be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

This contract constitutes the full and complete understanding of the parties, and supersedes any previous agreements or understandings, oral or written, with respect to the subject matter hereof.

The contract may only be modified by a written instrument signed by both parties

The provisions of the contract shall be included in all subcontracts.

Section headings and titles are for convenience only.

16. PUBLIC CONTRACT CODE SECTION 9201

TAMC shall promptly notify the contractor of its receipt of any third party claim related to the contract.

17. PUBLIC CONTRACT CODE SECTION 20104

Public Contract Code section 20104, et seq., requires that the following language be set forth in the specifications:

§ 20104. Application of article; provisions included in plans and specifications

(a)(1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b)(1) "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (c) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specification for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

§ 20104.2. Claims; requirements; tort claims excluded

For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b)(1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c)(1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

§ 20104.4. Civil action procedures; mediation and arbitration; trial de novo; witnesses

The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b)(1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

§ 20104.6. Payment on undisputed portion of claim; interest on arbitration awards or judgments

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

17. PUBLIC CONTRACT CODE SECTION 20104.50

Modifications; Performance; Payment

(a)(1) It is the intent of the Legislature in enacting this section to require all local governments to pay their contractors on time so that these contractors can meet their own obligations. In requiring prompt payment by all local governments, the Legislature hereby finds and declares that the prompt payment of outstanding receipts is not merely a municipal affair, but is, instead, a matter of statewide concern.

(2) It is the intent of the Legislature in enacting this article to fully occupy the field of public policy relating to the prompt payment of local governments' outstanding receipts. The Legislature finds and declares that all government officials, including those in local government, must set a standard of prompt payment that any business in the private sector which may contract for services should look towards for guidance.

(b) Any local agency which fails to make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from a contractor on a construction contract shall pay interest to the contractor equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure.

(c) Upon receipt of a payment request, each local agency shall act in accordance with both of the following:

(1) Each payment request shall be reviewed by the local agency as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.

(2) Any payment request determined not to be a proper payment request suitable for payment shall be returned to the contractor as soon as practicable, but not later than seven days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

(d) The number of days available to a local agency to make a payment without incurring interest pursuant to this section shall be reduced by the number of days by which a local agency exceeds the seven-day return requirement set forth in paragraph (2) of subdivision (c).

(e) For purposes of this article:

(1) A "local agency" includes, but is not limited to, a city, including a charter city, a county, and a city and county, and is any public entity subject to this part.

(2) A "progress payment" includes all payments due contractors, except that portion of the final payment designated by the contract as retention earnings.

(3) A payment request shall be considered properly executed if funds are available for payment of the payment request, and payment is not delayed due to an audit inquiry by the financial officer of the local agency.

(f) Each local agency shall require that this article, or a summary thereof, be set forth in the terms of any contract subject to this article.

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ATTACHMENT C: PROPOSAL FORMS

FORM C-1 REFERENCES

References shall not be relatives of the Contractor's representative or owners. The references given must be for clients with contracts of a similar work scope to this project. References given must be for clients that will provide references which satisfy the minimum requirements detailed in the Request for Proposals.

Contractor's References (Provide at least 3)

1. Project Name

Owner's Name

Address

City & Zip Code

Contact Person

Phone Number & Email

2. Project Name

Client's Name

Address

City & Zip Code

Contact Person

Phone Number & Email

3. Project Name

Client's Name

Address

City & Zip Code

Contact Person

Phone Number & Email

FORM C-2
PAYMENT SCHEDULE

1. COMPENSATION FOR SERVICES

- A. All tasks detailed in Attachment A, Scope of Work, Section 4, Tasks A through F, based on the average number of active call boxes in the month multiplied by the "Per active call box flat rate" as listed in Form C-3, Call Box Maintenance Monthly Flat Fee. The number of active boxes is an average of the number of call boxes making scheduled diagnostic checkup calls into the maintenance system that month.
- B. The "Per Active call box flat rate" is a firm fixed rate including all labor, materials, tools, equipment and incidentals necessary to fulfill the requirements as laid forth in Attachment A, Scope of Work, Tasks A through F, and including all applicable surcharges such as taxes, insurance, and fringe benefits, as well as indirect costs, overhead and profit allowance.
- C. Should the contract be extended for additional years, the flat rate price is subject to Consumer Price Index (CPI) adjustments each July 1 as in the original contract terms.
- D. Special Projects

All tasks under Task Order Work will be initiated through Attachment C-9, Sample Task Order Form. The task order may be paid through time and materials or a lump sum basis at the Agency's discretion depending on the type of work.

2. INVOICING

- A. Contractor shall invoice the Transportation Agency on a monthly basis. The invoice shall include details of the work performed in that month. Work orders must be submitted for all work done in the month, unless electronic work orders can be provided.

FORM C-3

Call Box Maintenance Monthly Flat Fee Schedule

Proposer shall list their "Per active call box per month flat rate" in the table below. Price is a fixed sum including all labor, materials, tools, equipment and incidentals necessary to fulfill the requirements as laid forth in Attachment A, Scope of Work and all applicable surcharges such as taxes, insurance, and fringe benefits, as well as indirect costs, overhead and profit allowance.

Monthly Tasks	
Performance of all necessary work included in Task A through Task F as detailed in Attachment A, Scope of Work	\$ _____ /active call box / month

Minimum Qualifications (<i>Check Yes or No</i>)	Yes	No
Does your firm have an office located within the Monterey Bay region or the nine San Francisco Bay Area counties where supplies are stored and repairs will be made, as necessary?		
Does your firm have an established call box maintenance system to record and track call box repairs and other archived data? Does the same system have the capability to communicate with each call box in the TAMC SAFE system for diagnostic checks and reporting of issues?		
Does your firm currently employ a day-to-day lead technician with more than two (2) years of call box management experience, who will be responsible for communicating issues with the RTC SAFE project manager?		
Does your firm have at least five (5) years of experience maintaining roadside equipment with similar technology of which three (3) years must be experience in maintaining a call box system?		

The flat fee is subject to Consumer Price Index (CPI) adjustments each July 1 beginning in 2021, either up or down.

FORM C-4

Call Box Site Improvements Fee Schedule

Proposer shall list their "Total Proposed Price" for Call Box Site Improvements in the table below. Price is a fixed sum including all labor, materials, tools, equipment and incidentals necessary to fulfill the requirements as laid forth in Attachment A, Scope of Work, and all applicable surcharges such as taxes, insurance, and fringe benefits, as well as indirect costs, overhead and profit allowance.

Description of Improvements	Estimated Quantity	Unit	Unit Price	Amount
Task A: Site Conversions	60	EA	\$	\$
Task B: Pad Replacements	18	EA	\$	\$
Task C: Construct Asphalt Paths	192	LF	\$	\$
Task D: Relocate Call Boxes	59	EA	\$	\$
Task E: Removal or Minimization of Retaining Structure	6	EA	\$	\$
TOTAL PROPOSED PRICE (Tasks A through E)				\$

The "Estimated Quantity" listed above is an estimate. The actual quantity of work performed by Contractor may be more or less than the Estimated Quantity above. Contractor shall only be paid for the actual quantity of work performed by the Contractor, at the Unit Price set forth above. After proposal opening, TAMC may correct mathematical errors that are apparent in the table, above.

Key Personnel

List your local employees with the following information: *(Attach a separate page if necessary.)*

Lead Staff Person(s)	Title	Expertise	Hourly Rate

The hourly rates listed above include all applicable surcharges such as taxes, insurance and fringe benefits as well as indirect costs, overhead and profit allowance, materials and supplies. These rates may be used to determine the appropriate charges for work performed on a time and materials basis.

Minimum Qualifications (Check Yes or No)	Yes	No
Does your company have a valid California State Contractor's license, Class A, General Engineering, Class C-7, Low Voltage Systems, or Class C-10, Electrical?		
Has your company successfully completed three (3) other construction contracts on freeway shoulders within the last 5 years?		

**FORM C-5
DECLARATION OF BIDDER**

Only an individual who is authorized to bind the bidding firm contractually shall sign this Declaration of Bidder. The signature must indicate the title or position the individual holds in the firm and be submitted with an original signature. **FAILURE TO PROVIDE ANY OF THE INFORMATION REQUIRED HEREIN INCLUDING CONTRACTOR SIGNATURES MAY RESULT IN YOUR BID BEING DEEMED NON-RESPONSIVE.**

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

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

Name of Firm: _____

Address: _____

Telephone: _____

Email: _____

Indicate your organization type (sole proprietorship, partnership, corporation, LLC):

I, the official named below, certify that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed herein.

I further certify that, ALL OF THE INFORMATION CONTAINED IN THIS BID PROPOSAL IS TRUE AND CORRECT and this bid is a firm offer for a 90-day period.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this _____ day of _____, 20_____, in _____ County, California.

Authorized Signatory

Printed Name and Title

FORM C-7
NONCOLLUSION DECLARATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

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

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on this _____ day of _____, 20____ in _____ [city], _____ County, California.

Signature

Printed Name and Title

FORM C-8

DEBARMENT AND SUSPENSION CERTIFICATION

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

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

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

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

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

I declare under penalty of perjury that the foregoing is true and correct and that this certification is signed this

_____ day of _____, 20__ in _____ [city], _____ County, California.

Signature

Printed Name and Title

FORM C-9
SAMPLE TASK ORDER FORM

CALL BOX MAINTENANCE TASK ORDER

Task Order Number: _____

Date: _____

Location:

Description of Work:

Schedule:

Quantities and Prices:

Task Order Authorized by:

Task Order Accepted by:

Debbie Hale, Executive Director
Transportation Agency for Monterey County

Name, Title
Company Name

FORM C-10
SYSTEM OPERATION AND SITE CONDITION

Sign Number	CHP Location Data
Installation Location Data	Date of Inspection
ANI	Time of Inspection
Telephone Number	Notes
Site Type	

Operational Tests	Yes/No	Visual Inspection	Yes/No
Handset sits in cradle properly		Call box orientation correct	
Ringling is heard		Outer door functions properly	
Fully duplex communications is established		Housing parts secure	
Audio quality good		User instructions attached	
ANI requested by CHP and sent by call box		Handset retaining mechanism functions	
ANI verified by CHP		Handset cable armored	
Location data verified by CHP		Anti-theft label attached	
Sign Number verified with CHP		Weep hole clear	
Phone number verified with CHP		Handset is hearing aid compatible	
Feedback audible during process		Tamper-proof hardware used on solar panel	
Terminate command received by call box		Solar panel hardware secure	
Call box connection terminated		Solar panel correctly oriented and clear	
TTY Keyboard functions and messages are received by call answering center.			

Site Inspection	Yes/No	Virtual Hold Testing	Yes/No
Handrail installed properly		Virtual hold functions properly	
Handrail constructed properly		Full duplex dropped	
Site not obstructed		Feedback heard in handset	
Site grading and preparation IAW plans		Beep heard in handset (CHP call back)	
Site retaining/foundation wall construction IAW plans		Full duplex reestablished	
Shoulder is 8 ft minimum		ANI Requested by CHP and sent by call box	
Breakaway base orientation correct		SONALERT TESTING	Yes/No
Operations height limit set @ 54"		Sonalert audible	
Pad height @ ½" above grade		Sonalert functions IAW specs	
Pad alignment and interface IAW plans		Sonalert terminates properly	
Opposite box pairing within limits		Add-On Components	Yes/No
Holes in pad filled (large pads only)		Feature operational	

FORM C-11

ACKNOWLEDGEMENT OF ADDENDA

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

ADDENDA

DATE RECEIVED

1. _____
Authorized Signatory

2. _____
Authorized Signatory

3. _____
Authorized Signatory

4. _____
Authorized Signatory

5. _____
Authorized Signatory

6. _____
Authorized Signatory

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**ATTACHMENT D
BOND FORMS**

PERFORMANCE BOND

BOND NO. _____

PREMIUM: _____

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

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

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

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on _____ of 20 ____.

By _____
PRINCIPAL

By: _____
PRINCIPAL

By: _____
ATTORNEY-IN-FACT

ALL SIGNATURES MUST BE NOTARIZED. POWER OF ATTORNEY IN FACT AND SEAL OF SURETY MUST BE ATTACHED.

PAYMENT (LABOR AND MATERIALS) BOND

BOND NO.: _____

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

The condition of the above obligation is such that, whereas said Principal has been awarded and is about to enter into the annexed Contract with the TAMC for the [NAME OF PROJECT], in accordance with OWNER's Call for Bids documents and Principal's Bid Dated _____, and to which reference is hereby made for all particulars, and is required by said Transportation Agency for Monterey County to give this bond in connection with the execution of said Contract;

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

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

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

_____ day of _____, 20_____.

Surety Principal

By: _____ By: _____

Print Name/Title Print Name/Title

Address Address

(_____) _____
Telephone Number Telephone Number

Email Address Email Address

ALL SIGNATURES MUST BE NOTARIZED. POWER OF ATTORNEY IN FACT AND SEAL OF SURETY MUST BE ATTACHED.