

AMENDMENT TO CONTRACT

1

The San Benito County Service Authority for Freeways and Expressways ("SAFE") and CASE Systems ("CONTRACTOR") enter into this agreement on the date stated next to the signatures below. In consideration of the mutual promises set forth herein, the parties agree as follows:

1. Existing Contract.

a. Initial Contract.

SAFE and CONTRACTOR acknowledge that the parties entered into a contract, dated October 16, 2016.

b. Prior Amendments. (Check one.)

The initial contract previously has not been amended.

The initial contract previously has been amended. The date(s) of prior amendments are as follows: _____

c. Incorporation of Original Contract.

The initial contract and any prior amendments to the initial contract (hereafter collectively referred to as the "original contract") are attached to this amendment as Exhibit 1 and made a part of this amended contract.

2. Purpose of this Amendment.

The purpose of this amendment is to change the agreement between the parties in the following particulars:

a. Term of the Contract. (Check one.)

The term of the original contract is not modified.

The term of the original contract (Exhibit 1) is extended from the current expiration date of _____, to a new expiration date of _____.

b. Scope of Services. (Check one.)

The services specified in the original contract (Exhibit 1) are not modified.

The services specified in the original contract (Exhibit 1) are modified as specified below: (Check one.)

The services specified in the original contract are modified only as specified below:

Attachment A (Scope of Services) to the Original Contract (Exhibit 1) is hereby amended to add as a new maintenance task, an upgrade of the call box system from 3G to a 4G LTE capable network. The new maintenance task number 3(G) is hereby added between task numbers 3(F) and 4, on page 16 of Attachment A, to read as follows:

3(G) Upgrade From 3G to a 4G LTE Capable Network:

There are currently 40 emergency call boxes in San Benito County that are located along highways 25, 101, 129, 146, 156, and along Panoche Road in

San Benito County, which operate on the Verizon Wireless and AT&T's 3G network. Verizon and AT&T informed their customers of their plans to completely shut down their 3G network by the end of 2019 or soon after, with the 3G cellular towers being shut down on a rolling basis throughout the nation. The parties understand that Verizon plans to completely shut down their 3G network by the end of 2019 and is no longer activating devices that aren't 4G LTE capable, that AT&T and the other major carriers will shut down their networks within the next few years, and that when the local grid 3G network goes down, all cellular phones relying on 3G radios will be unable to make phone calls from that location. As a result, the CONTRACTOR shall upgrade San Benito SAFE's Emergency Call Box Program from a 3G to 4G network prior to sunset of the 3G network. The 3G sunset refers to the shutdown of the 3G network across the nation. The CONTRACTOR shall supply, install, and ensure the full operability of forty (40) 4G certified cellular upgrade kits for San Benito SAFE's Emergency Call Box System. The CONTRACTOR shall provide upgrade kits that are covered by a one (1) year parts replacement warranty against defect.

All other provisions of Attachment A to the original contract (Exhibit 1) shall remain the same.

- The services specified in the original contract are deleted in their entirety and replaced with the following services:

New Scope of Services:
(Insert new services.)

c. **Payment Terms.** (Check one.)

- The payment terms in the original contract (Exhibit 1) are not modified.
 The payment terms in the original contract (Exhibit 1) are modified as specified below: (Check one.)
 The payment terms are modified only as specified below:

Modified or New Payment Terms:

Attachment B (Payment Terms) to the original contract (Exhibit 1) is hereby amended to increase the compensation by an additional \$47,465.16, for costs associated with upgrading the emergency call boxes from the 3G to the 4G network, as follows:

Original Contract:	\$159,603.00
1 st Amendment:	\$ <u>47,465.16</u>
Total:	\$207,068.16

Paragraph B-3 of Attachment B (Payment Terms) is hereby amended to read as follows:

B-3. COMPENSATION

COUNTY shall pay to CONTRACTOR: (check one)

[] a total lump sum payment of \$_____, or
 [X] a total sum not to exceed \$207,068.16, as follows:

- Year 1: total sum not to exceed \$31,920.60
- Year 2: total sum not to exceed \$31,920.60
- Year 3: total sum not to exceed \$31,920.60
- Year 4: total sum not to exceed \$79,385.76
- Year 5: total sum not to exceed \$31,920.60

for services rendered pursuant to the terms and conditions of the original contract (Exhibit 1) and this Amendment #1, and pursuant to any special compensation terms specified in paragraph B-4.

Paragraph B-4 of Attachment B (Payment Terms) is hereby amended to add the following provisions associated with upgrading the emergency call boxes from the 3G to the 4G network, to the end of Paragraph B-4:

The additional \$47,465.16 cost associated with upgrading the emergency call boxes from the 3G to the 4G network under shall be paid upon the complete performance of services described in Paragraph 3(G) of Attachment A of this contract. The following are the itemized equipment and labor costs associated with these upgrades:

Name	Price	Quantity	Tax 1	Total
Lexan CB 3G to 4G LV100 (Verizon) Radio Upgrade Kit 6000-0549-11	\$848.00	35	8.25%	\$32,128.60
CB LA100 4G (AT&T) Radio Upgrade Kit Lexan 6000-0549-12	\$925.00	5	8.25%	\$5,006.56
4G antenna 4210-0109	\$100	40	8.25%	\$4,330.00
Installation by CASE	\$150.00	40	0%	\$6,000.00
Tax on material	\$0	1	8.25%	\$0
Subtotal				\$47,465.16

All other provisions of Attachment B to the original contract (Exhibit 1) shall remain the same.

- The payment terms are deleted in their entirety and replaced with the following payment terms:

New Payment Terms:

B-1. BILLING

Charges for services rendered pursuant to the terms and conditions of this contract shall be invoiced on the following basis: (Check one.)

- One month in arrears.
 Upon the complete performance of the services specified in the original agreement (Exhibit 1) and this amendment.
 The basis specified in paragraph B-4.

B-2. PAYMENT

Payment shall be made by SAFE to CONTRACTOR at the address specified in paragraph 8 of the original contract, net thirty (30) days from the invoice date.

B-3. COMPENSATION

SAFE shall pay to CONTRACTOR: (Check one.)

- a total lump sum payment of \$ _____, or
 a total sum not to exceed \$ _____

for services rendered pursuant to the terms and conditions of the original contract (Exhibit 1) and this amendment, and pursuant to any special compensation terms specified in paragraph B-4.

B-4. SPECIAL COMPENSATION TERMS: (Check one.)

- There are no additional terms of compensation.
 The following specific terms of compensation shall apply:
(Specify)

d. Other Terms. (Check one.)

- There are no other terms of the original contract that are modified.
 Other terms of the original contract are modified only as specified below:

Other Modified or New Terms:

(Insert other modified or new terms.)

3. **Other Terms.**

All other terms and conditions of the original contract (Exhibit 1) which are not changed by this amendment shall remain the same.

Contract Administrator for SAFE:

Name: Mary Gilbert

Title: Executive Director

Address: 330 Tres Pinos Road, Ste. C7

Hollister, California 95023

Phone No.: (831) 637-7665

Fax No.: (831) 636-4160

SIGNATURES

APPROVED BY SAFE:

Name: Mary Gilbert
Title: Executive Director

Date:

Contract Administrator for CONTRACTOR:

Name: Sebastian Gutierrez

Title: President/CEO

Address: 5 Goddard

Irvine, CA 92618

Phone: (949) 988-7504

APPROVED BY CONTRACTOR:



Name: Chrisann Lawson
Title: Vice-President

Date: 5-19-2020

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office

Shirley L. Murphy, Deputy County Counsel

Date: _____

EXHIBIT 1
TO AMENDMENT # 1

ORIGINAL
CONTRACT

(Please attach the initial contract and any prior amendments, from the most recent to the initial contract, in reverse chronological order.)



The Service Authority for Freeways and Expressways ("SAFE") and CASE SYSTEMS ("CONTRACTOR") enter into this contract which shall be effective on the date stated in Paragraph 1.

1. Duration of Contract.

This contract shall commence on October 20, 2016, and end on October 16, 2021 unless sooner terminated as specified herein.

2. Scope of Services.

CONTRACTOR, for SAFE's benefit shall perform the services specified on Attachment A to this contract. Attachment A is made a part of this contract.

3. Compensation for Services.

In consideration for CONTRACTOR'S performance, SAFE shall pay compensation to CONTRACTOR according to the terms specified in Attachment B. Attachment B is made a part of this contract.

4. General Terms and Conditions.

The rights and duties of the parties to this contract are governed by the general terms and conditions mutually agreed to and listed in Attachment C. Attachment C is made a part of this contract.

5. Insurance Limits.

CONTRACTOR shall maintain the following insurance policy limits of coverage consistent with the further insurance requirements specified in Attachment C.

- (a) Comprehensive general liability insurance: \$1,000,000
- (b) Professional liability insurance: \$1,000,000
- (c) Comprehensive motor vehicle liability insurance: \$1,000,000

6. Termination.

The number of days of advance written notice required for termination of this contract is thirty
(30) days.

7. Specific Terms and Conditions. (check one)

There are no additional provisions to this contract.

The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Attachment D. Attachment D is made a part of this contract.

8. Information about Contract Administrators.

The following names, titles, addresses, and telephone numbers are the pertinent information for the respective contract administrators for the parties.

Contract Administrator for SAFE:

Name: Mary Gilbert

Title: Executive Director

Address: 330 Tres Pinos Road, Ste. C7

Hollister, California 95023

Phone No.: (831) 637-7665

Fax No.: (831) 636-4160

Contract Administrator for CONTRACTOR:

Name: Sebastian Gutierrez

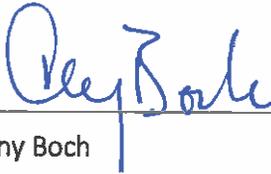
Title: President/CEO

Address: 5 Goddard

Irvine, CA 92618

Phone: (949) 988-7504

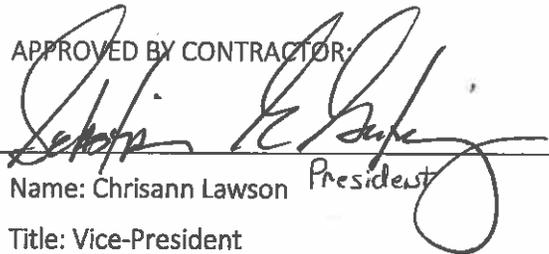
SIGNATURES



Tony Boch
Chair

Date: 10/28/16

APPROVED BY CONTRACTOR:



Name: Chrisann Lawson President

Title: Vice-President

Date: 10/21/2016

APPROVED AS TO LEGAL FORM:
San Benito County Counsel's Office

By: Shirley L. Murphy
Shirley L. Murphy, Deputy County Counsel

Date: Oct. 25, 2016

ATTACHMENT A Scope of Services

The CONTRACTOR for the SAFE's benefit, shall provide the following contract services regarding the maintenance and operation of the San Benito County Emergency Call Box Program in accordance with RFP No. SAFE 2016-01. The current locations of the SAFE'S 40 call boxes is described in RFP No. SAFE 2016-01, Section 7, Attachment A: Call Box Locations (Attachment D to this contract).

1. General Description

The CONTRACTOR shall maintain, repair and improve SAFE'S system of 40 call boxes to ensure the proper functioning and appearances of the call boxes. The CONTRACTOR shall perform a site review of the system at the start of the contract to determine if the call box sites are compliant with Caltrans and ADA guidelines and shall make a recommendation to SAFE regarding modifying or relocating any call box sites that do not meet ADA access or Caltrans requirements.

The CONTRACTOR has been at the forefront of the ongoing efforts to ensure all call box sites throughout the state are installed in compliance with the Caltrans and ADA Guidelines. The CONTRACTOR's technicians have over 15 years of experience in site mitigation projects having converted well over a thousand sites alone while employed by the CONTRACTOR.

1(A) Prior to Start of Work

Within two (2) weeks after award of the contract, the CONTRACTOR shall schedule a kick off meeting with SAFE'S project Manager. At this time the CONTRACTOR shall provide the following:

- Preventative maintenance schedule
- Site Retrofit Schedule
- Work plan schedule to perform the required tasks to have a fully functional call box system. The work plan schedule shall include call box maintenance staff, tasks they will perform, proposed schedule of work, and any other pertinent information
- File for Caltrans encroachment permit

While the CONTRACTOR proposes to follow the same methodology for maintaining the system as it does in other call box projects, the CONTRACTOR will use the meeting to review practices used with the current contractor (Siemens) and to seek information and direction from SAFE'S Project Manager on refining any typical practices and procedures. The CONTRACTOR understands the call box system will be handed over in an "as-is" condition and all costs associated with the transition of the system, including permit fees, will be the responsibility of the CONTRACTOR.

Prior to starting the corrective maintenance work, the CONTRACTOR will visit the 40 sites and determine if the proposed retrofit solutions comply with the ADA Caltrans guidelines. The CONTRACTOR will complete and submit a summary of proposed retrofit solutions for each site along with photos of the proposed retrofit. The CONTRACTOR shall provide an evaluation and solution for those sites that are not compliant. Once the site retrofits are approved by SAFE and Caltrans, the CONTRACTOR shall complete the project within the first 6 months of the contract upon SAFE'S notice to proceed (NTP). The CONTRACTOR notes however, that this completion date depends heavily upon receiving a permit from Caltrans.

The CONTRACTOR will provide SAFE'S Project Manager the following on a monthly basis:

- A monthly usage report on the 10th day of the month
- Timely invoice and progress summary
- Inventory of San Benito's call box supplies
- Project documents, reporting, and correspondence
- Plans, drawings, maps, and other documents, as appropriate

Transition Phase

The CONTRACTOR will take the first month to transition the maintenance responsibilities from Siemens to the CONTRACTOR. The information below assumes that full cooperation will be given by Siemens to ensure a smooth transition.

Within the first 30 days from receiving notice to proceed (NTP) from SAFE, the CONTRACTOR shall coordinate with SAFE'S Project Manager and Siemens the move of the entire inventory from its current warehouse to the CONTRACTOR'S Irvine headquarters. The material will be transported using the CONTRACTOR'S trucks. The CONTRACTOR will schedule the transfer of the material in advance with Siemens and confirm inventory counts before and once the move is complete.

The Union City warehouse is set-up in a manner similar to the CONTRACTOR'S other field offices; equipped with storing shelves, bins, tools and work bench area to test and repair components. Materials will be stored safely and in an organized manner segregated from the CONTRACTOR'S and other SAFE inventory with controlled access. The facility is equipped with an alarm and will be locked securely after hours. The CONTRACTOR shall provide inventory control through the CONTRACTOR'S material management system and will provide reports including material counts to SAFE monthly or as requested.

Transition of Call Box System from Previous Contractor (Siemens)

The CONTRACTOR estimates it will take from October 20, 2016 (the stated date agreement will commence) to November 20, 2016, or 30 days or less, to transition the maintenance responsibilities from Siemens to the CONTRACTOR.

Task Approach

1. The CONTRACTOR will work with Siemens to transfer the existing system data and any equipment they may have that is necessary to completing the transfer of maintenance duties.
2. The CONTRACTOR will establish the communication lines necessary to enable SAFE's system to report daily alarms to a CONTRACTOR maintenance computer (MC). The CONTRACTOR is the manufacturer of the San Benito SAFE call box system and the CONTRACTOR has a thorough understanding of how the system works and the communication medium / protocols that the call boxes use to report alarms. The CONTRACTOR knows from experience in successfully transitioning other SAFE programs that redirecting the call boxes from dialing the Siemens maintenance center to the the CONTRACTOR'S maintenance center will be an easy, quick and straightforward transaction.
3. The CONTRACTOR shall establish a maintenance center (MC) at the CONTRACTOR'S Union City office where the CONTRACTOR will direct each call box to call the new (MC) phone number. The CONTRACTOR will accomplish this by coordinating efforts with Siemens and the telephone company to call forward the current maintenance phone number to the CONTRACTOR.

4. Each call box performs a self-diagnostic process that **will** work in concert with the MC. When the call box is installed, it is capable of making motorist calls (Voice call) to the call answering center (CAC) immediately and a second call to the MC to report up-to-the-minute, near real-time alarm information.
5. The SAFE call box is programmed to call the MC every three days to report its operational status. Once the current MC number is call forwarded to the CONTRACTOR'S MC address, each box will continue to make a routine check in call to the CONTRACTOR'S MC and thus begins the creation of daily alarm and exception reports.
6. The CONTRACTOR shall immediately have visibility of any system alarm and exceptions should a box miss its scheduled check in call. The CONTRACTOR estimates it will take the 40 box system 7 days to complete a system wide 3 day cycle check-in.
7. Next, the maintenance alarms and exceptions are sent to an IP based system that the CONTRACTOR maintains called Liftkeeper (LK); an administrative database that contains the call box system information for each call box. Information collected includes: ANI, location description, mobile numbers, site type, corrective and preventive maintenance visits, current pictures of each call box and GPS coordinates.
8. Liftkeeper receives the system alarms and exceptions from the maintenance computer. The Liftkeeper system issues a work ticket to the technician who will schedule a visit and complete the repair by 1700 hours on the following day of the repair request, regardless of whether foundation work is required. Once the repair is completed, the technician will enter all service information into LK from a tablet including date of alarm/repair, description of service performed and parts used for the repair.
9. SAFE'S Project Manager will be provided a portal to log in and training which will allow viewing of the system and the maintenance history, and the ability to run reports. Training on LK will be provided to the Project Manager once the call boxes have completed the transition to the CONTRACTOR's maintenance computer and maintenance work has started.

1(B) Work to Be Done

The CONTRACTOR shall provide all labor, materials, equipment; tools, incidentals, and know-how necessary to maintain the SAFE Call Box System in a satisfactory manner. Only the CONTRACTOR's trained technicians will be performing the work on the contract. No subcontractors will be used on the project. The services the CONTRACTOR will provide may include replacing and adding specified equipment, completing site retrofits and providing necessary support to the wireless provider Verizon Wireless, Caltrans and the CHP call answering center to ensure performance of call boxes are in accordance with the Call Box Requirements as stated in *RFP SAFE No. 2016-01, Section 7, Attachment B: Call Box Requirements; Appearance, Functionality and Equipment (Attachment D to this contract)*. All work will be performed in compliance with the following:

- CHP/Caltrans Call Box and Motorist Aid Guidelines
- Americans with Disabilities Act (ADA) of 1990
- Revised Draft Guidelines for Accessible Public Rights-of-Way and the CA Department of Transportation Pedestrian Accessibility Guidelines for Highway Projects (Design Information Bulletin Number 82-04) and Caltrans Encroachment requirements

1(C) Plans and Specifications

The CONTRACTOR keeps at its field office a copy of all plans and specifications and **will** make them available to SAFE at all times during regular business hours. Any additional documentation or specifications for new equipment or processes (i.e. transceiver, TTY, and other electronic devices) will be

made available to SAFE. Any information that the CONTRACTOR does not have will be created by the CONTRACTOR as an administrative task as determined by SAFE.

1(D) Rights of Entry and Permits

The CONTRACTOR shall be responsible for the cost of obtaining all rights of entry, encroachment permits and other licenses or permits required by partner agencies to perform the work under this contract.

1(E) Materials and Workmanship

The CONTRACTOR shall only provide parts, material and equipment that is high grade and free from defects. Call box replacements will be of same or better quality and measured by paint brightness and coating integrity. The CONTRACTOR shall warrant all materials and parts provided or refurbished by the CONTRACTOR for one (1) year from the 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 SAFE'S Project Manager's approval. All San Benito SAFE inventory will be safeguarded and shelved in a dry and protected environment to ensure its quality for future use.

1(F) Labor

The CONTRACTOR understands some of the work specified in this Scope of Work is considered a "Public Work" and shall comply with all California Labor Code requirements. The CONTRACTOR shall keep an accurate certified payroll record in accordance with requirements set forth in Section 1776 of the Labor Code of the State of California. Only the CONTRACTOR'S qualified technicians shall work under this Agreement. The CONTRACTOR shall furnish all materials, equipment, tools, and the labor necessary to complete the services in a timely manner. All material shall be of high-grade quality and free of defect. The CONTRACTOR shall perform all work necessary to maintain the call box network to the highest standard.

1(G) Inspection

All performance (including services, materials, supplies, and equipment furnished or utilized) shall be subject to inspection and approval by SAFE. Any SAFE authorized representative will have access to the CONTRACTOR'S Union City field office located at 2847 Whipple Road, Unit A, Union City, CA 94587, and to any other of CONTRACTOR'S offices or facilities where SAFE'S data, files and/or other inventory may be located.

1(H) Condition of Site

The CONTRACTOR shall ensure primarily during the 3 quarterly visits to the system to perform preventive maintenance services that the call box sites are clean and free of rubbish and debris. All unneeded materials and equipment shall be removed from the site on the same day of the visit.

1(I) Reuse of Parts

The CONTRACTOR has an inventory of new and repaired parts to support the call box system. The CONTRACTOR will only reuse parts that the CONTRACTOR has determined to be free of defect, structurally sound, or in full working condition. The SAFE 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 the CONTRACTOR during the term of the contract. The CONTRACTOR will remove site material that is not usable, including but not limited to handrails and pads, at the CONTRACTOR'S cost.

1(J) Reserve Inventory

The CONTRACTOR has a large inventory of new and used parts in stock at the CONTRACTOR'S Union City warehouse and at the CONTRACTOR'S Irvine headquarters to fulfill the requirements of the Scope of Work. The CONTRACTOR must maintain a high level of parts in order to meet the contractual needs of the large and small SAFE programs as well as the CONTRACTOR'S numerous customers across the nation. It is the CONTRACTOR'S sole responsibility to replenish the call box equipment stock at its cost, but the San Benito SAFE, on occasion, may accept the CONTRACTOR'S use of call box materials from other California SAFES for cost saving measures.

1(K) Storage of Materials

The CONTRACTOR shall be responsible for storing and maintaining materials in a manner that preserves their quality and fitness for future use. The CONTRACTOR warehouses all of the call box electronics, housings, poles, pads and other appurtenances in the CONTRACTOR'S leased properties. The material is organized and segregated by customer and is designated as new or used and is counted quarterly. The CONTRACTOR shall provide inventory counts for the San Benito SAFE owned inventory to SAFE'S Project Manager whenever requested. The CONTRACTOR shall relinquish to SAFE any and all remaining SAFE-owned materials upon termination of this contract.

1(L) Communication

The CONTRACTOR shall ensure all field technicians have the necessary communication devices for interacting efficiently with SAFE'S Project Manager, other designated representatives, and partner agencies, including but not limited to cell phones, tablets and laptops equipped with email service, with the capability to send and receive electronic files. The CONTRACTOR'S offices have phone, computer and fax lines for contacting staff.

1(M) End of Contract

At the end of the contract, should another contractor be awarded the contract, the CONTRACTOR shall work cooperatively and expeditiously, at its own cost, to transition tasks and transfer the system and call box materials and data to the new contractor in satisfactory order, including, but not limited to reprogramming the maintenance system phone number and other related tasks. The call box system shall be transferred within the month prior to the end of the contract period, and the CONTRACTOR shall conduct its work so as not to interfere with or hinder the progress or completion of the work being performed by other contractors. The parties agree that time is of the essence to the performance of this contract, and that in case all work called for in this section is not completed in all respects and requirements within the time called for herein, damage will be sustained by SAFE, and that it is and will be impracticable to determine the actual amount of damage by reasons of such delay; and the CONTRACTOR agrees that the sum of \$100.00 per day is a reasonable amount to be charged as liquidated damages; and it is therefore agreed that the CONTRACTOR will pay SAFE the sum of \$100.00 as liquidated damages for each and every calendar day delay beyond the time prescribed; and the CONTRACTOR further agrees that the SAFE may deduct and retain the amount thereof from any monies due under this contract.

2 Call Box System Maintenance

Once the 40 call boxes have successfully transitioned from Siemen's maintenance computer to the CONTRACTOR'S maintenance computer, the CONTRACTOR will have visibility of the health of the system by monitoring the daily alarms and will then begin the routine corrective and preventive maintenance.

The CONTRACTOR assumes that the system has not had any changes made to the original electronics or other components in the call box. The CONTRACTOR assumes that since the system has been maintained under contract that the system has received routine corrective and preventive maintenance and is in relatively good working order. A recent drive-by review of the system indicates several damaged signs, missing boxes and faded boxes. The CONTRACTOR shall provide its solution for bringing the system up to the standard San Benito SAFE requirements.

An important feature of the CONTRACTOR'S call box system is its unique self-diagnostic feature that works in concert with the CONTRACTOR'S custom-designed call box maintenance center. When a call box is installed, it is capable of making motorist calls to the call answering center (CAC) immediately and a second program call to the maintenance computer to report up-to-the-minute, near real-time alarm information. These daily alarm and exception reports represent the operational status of the entire call box system. The San Benito SAFE call box system was originally designed to communicate with computers located and maintained at the CONTRACTOR'S Union City office. Upon contract execution, the CONTRACTOR shall continue the routine corrective and preventive maintenance of the 36 existing and 4 new call boxes added to the system. The CONTRACTOR shall furnish all materials, equipment, tools, and the labor necessary to complete the services in a timely manner. All material shall be of high-grade quality and free of defect.

The CONTRACTOR'S maintenance system, which shall be compatible with the SAFE call box communication devices, shall monitor all SAFE call boxes. The CONTRACTOR shall work with the current contractor to transfer information from the maintenance system currently in place to the CONTRACTOR'S maintenance system. SAFE will obtain all call box data and provide it to the CONTRACTOR. The CONTRACTOR shall facilitate such transfer by working with SAFE to format data accordingly. SAFE retains ownership of all files containing call box related data provided to the CONTRACTOR. The CONTRACTOR shall turn over to SAFE all such data, including newly inputted data related to the tasks performed by the CONTRACTOR, at the termination of this contract.

The CONTRACTOR'S maintenance system, which shall be compatible with the SAFE call box communication devices, shall monitor all SAFE call boxes and each box shall make one (1) call every three (3) days into the system for a diagnostic check-up. It is the CONTRACTOR'S responsibility to make any necessary changes to the maintenance system in order to perform the maintenance tasks with the SAFE call boxes and the overall system. This includes having call box alarms sent to the maintenance computer to notify the CONTRACTOR when the call box is not functioning properly and reprogramming the call boxes to call a different number if there are changes to the call answering center phone number.

If maintenance or call answering center phone number changes and the previous number is not operational, the CONTRACTOR shall reprogram the SAFE call boxes within two (2) working days. The 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 CONTRACTOR'S cost. SAFE recognizes that the maintenance system hardware and software developed prior to the acceptance of this project is the CONTRACTOR'S property. SAFE retains ownership of all files containing call box related data provided to the CONTRACTOR and software developed by the CONTRACTOR for the exclusive use of SAFE and its call box system for the purpose of this project. The CONTRACTOR shall turn over to SAFE all such data and software at the termination of this contract.

The CONTRACTOR shall not be compensated for maintenance tasks until the maintenance system is fully operational.

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 SAFE system as specified in *RFP SAFE No. 2016-01, Section 7, Attachment C: Maintenance System Specifications (Attachment D to this contract)*. These work orders, along with call box related general information, must be easily retrievable and downloadable into an Excel spreadsheet or similar program. All current and previous work orders must be accessible to SAFE'S Project Manager and its designated representatives.

In addition to the specifications set forth in *RFP SAFE No. 2016-01, Section 7, Attachment C: Maintenance System Specifications (Attachment D to this contract)*, the maintenance system database shall include, at a minimum, the following maintenance information on the call box system:

- 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;
- Description of preventative maintenance visits including the call box sign number, date and time of visit, and description of work performed; and
- Description of all other site work. These entries should also include the work issue date and time (alarm date where applicable), site visit date and time, sign number, and date and time of completion.

The CONTRACTOR shall furnish digital cameras, GPS devices, and other devices or equipment necessary to provide the above information in the maintenance system. The 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 SAFE'S Project Manager.

Report Calls

Report calls are made by each call box at 3-day intervals as programmed by the maintenance computer. The maintenance computer will poll the call box system for status on the most critical components and report any failures or abnormal situations that may affect the functionality of the call box.

The CONTRACTOR'S technicians will review the daily maintenance reports early every morning and base their work schedule on those call boxes reporting high priority alarms, those that failed to call in on their designated 3-day time slot, and those call boxes reported by CHP, Caltrans or San Benito SAFE to have problems. The alarms listed by their priority are shown below.

High Priority Alarms	Low Priority
<ul style="list-style-type: none"> • Call Box tilt or missed report call • Handset • Battery voltage acceptable • Microprocessor • Initialization • Solar Panel disconnected • No solar power detected for 16 hours • Inner door opened • TTY Keypad • TTY Display 	<ul style="list-style-type: none"> • Outer door open/closed • Lamp pass or fail • Excessive call attempts

Once notified by the CHP, maintenance computer reports, call answer center, or SAFE that a call box is out of service, the CONTRACTOR'S Union City staff will notify the CONTRACTOR'S Santa Cruz based technician to schedule a service call to the site by issuing a work order with the trouble alarms reported and any historical information on the box that may help diagnose the problem and stock possible needed parts before visiting the site. Once at the site, the technician will determine the cause of failure and take all necessary action, including repair or replacement of parts as needed to return it to full operational condition.

Because the CONTRACTOR is the manufacturer of the call box and its components, the CONTRACTOR maintains the appropriate stock levels of inventory to allow the CONTRACTOR'S technicians to respond quickly to the maintenance requirements of the various and complex systems the CONTRACTOR supports. This is an important distinction that separates the CONTRACTOR from other service providers. The CONTRACTOR'S technicians maintain the necessary inventory of repair parts in their work trucks and in the CONTRACTOR'S warehouses to ensure call boxes are returned to complete service on the first visit with seldom the need for repeat return visits. The CONTRACTOR shall respond to call box failures that occur on Fridays, holidays or over the weekend by the next business day however; damages that create a potential hazard or are in the way of traffic will be recovered as quickly as possible after notification of the event.

3(A) Corrective Maintenance

The CONTRACTOR shall perform corrective maintenance as needed on all call boxes to maintain the Call Box Requirements listed in *RFP SAFE No. 2016-01, Section 7, Attachment B: Call Box Requirements: Appearance, Functionability and Equipment (Attachment D to this contract)*. Corrective maintenance includes all repairs to the call boxes associated with electronics, transceivers, power supply, solar panels, and the interfaces with the cellular system or any other item that affects the proper functioning of a call box. All equipment and materials used to perform repairs must be removed immediately after completion of the repair.

Upon notification that a call box is out of service from CHP, SAFE, or the maintenance computer, the CONTRACTOR shall determine the cause and if due to general failure of the call box, the CONTRACTOR shall take the necessary action to restore it to a 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 following day of the repair request, regardless of whether foundation work is required. For events reported on a Friday, holiday or weekend, the call box shall be repaired by 1700 hours on Tuesday following notification of the event. The CONTRACTOR shall provide management and field staff sufficient to perform repairs on call boxes within the established time periods. In the rare event that the CONTRACTOR is not able to meet the specified response timeframe, the CONTRACTOR will contact SAFE'S project manager and provide in writing the reason for the delay and when the repair will be completed.

The CONTRACTOR shall review the daily call box maintenance report and schedule maintenance repairs by priority of alarm. A daily maintenance schedule will be determined and the CONTRACTOR shall complete a work order for each box visited that includes:

- Call box sign number and ANI.
- Date and time work order was opened.
- Date and time of visit.
- Date and time of work completed.
- Description of work performed.
- Pertinent component information.
- Whether adjunct devices are installed.
- Site type and whether site could be changed to a preferred A, D, F, H, L, or M site.

The CONTRACTOR shall provide San Benito SAFE on a monthly basis a copy of the work orders reflecting the work performed to each call box. The CONTRACTOR shall also provide a detailed summary of each service performed on each call box that will accompany the monthly invoice to SAFE'S Project Manager, who will also be able to view all maintenance activity for the system through their Liftkeeper portal. Additional reports specifying any problems encountered with the system, proposed solutions, anticipated problem areas or changes in key personnel shall be provided to SAFE'S Project Manager as needed.

Some call box repairs and maintenance tasks 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 the CONTRACTOR need to pick up broken off parts, the 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. If a call box pedestrian pad becomes inaccessible (i.e. cracks, etc.), the CONTRACTOR shall bring the site up to compliance. The pedestrian pad shall be maintained leveled with the surrounding ground. It is agreed by the parties to this contract that time is of the essence to the performance of this contract by Contractor, and that in case all work called for in this section is not completed in all respects and within the time called for in this section, damage will be sustained by SAFE; and that it is and will be impracticable to determine the actual amount of damage by reason of such delay; and the CONTRACTOR agrees that the sum of \$100.00 per day is a reasonable amount to be charged as liquidated damages; and it is therefore agreed that the CONTRACTOR will pay SAFE the sum of \$100.00 as liquidated damages for each and every calendar day delay beyond the time prescribed; and the CONTRACTOR further agrees that the SAFE may deduct and retain the amount thereof from any monies due under this contract.

3(B) Preventive Maintenance

The CONTRACTOR shall perform field visits at each operational call box three (3) times a year, at approximately four (4) month intervals. The purpose of each visit will be to perform all necessary tasks to keep the call boxes clean and fully functional. The preventive maintenance activities for the Lexan call box system will include, but are not limited to the following, consistent with *RFP SAFE No. 2016-01, Section 7, Attachment D: Preventative Maintenance Activities (Attachment D to this contract)*:

- a. Cleaning call box housing, solar panel, and signs.
- b. Replacing or adding, as appropriate, updated, missing, or damaged instructional placards and vandalism stickers.
- c. Inspecting external electrical connections for corrosion and damage and repairing or replacing as needed.
- d. Conducting operational test of call box controls and system operational sequence to include:
 - Opening inner door (as necessary) for inspection of weather-tight seals.
 - Checking solar panel current level.
 - Checking battery level.
 - Conducting test call.
 - Checking handset and illumination for proper operation.
 - Checking call connect light with the call answering center operator.
 - Checking pushbutton.
 - Checking cellular antenna and cable.
 - Checking TTY.
 - Checking housing for signs of cracks or fading.
 - Replacing faded housing with repainted housing.
- e. Clearing call box site. This includes trash removal, minor pruning, weed pulling, addressing insect infestation, and removal of unwanted advertisements and debris to allow a clear area in which the motorist can stand.
- f. Cleaning signs and tightening sign hardware.
- g. Checking/correcting solar panel orientation.
- h. Maintaining call box mounting pedestals or other devices used for mounting call boxes on sound walls and bridge railings.

Call boxes with adjunct devices shall be maintained similarly.

The CONTRACTOR shall use preventive 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. The CONTRACTOR shall replace or repair any such defective enclosures in a timely and satisfactory manner. The CONTRACTOR has long established processes in place for repainting the yellow housings that have faded after many years of in-field service. The CONTRACTOR'S engineers have defined for the CONTRACTOR'S paint vendors the specification for the paint process; the pantone color and UV blockers needed to ensure the call box housings are returned to like-new color and shall maintain their brightness for years to come. As a result, for years the CONTRACTOR has been revitalizing the appearance of many of the CONTRACTOR'S customers' systems by including the service of repainting the housings as needed during the preventive maintenance cycle. During each preventive maintenance visit the CONTRACTOR shall inspect the Lexan call box housings for cracks and faded paint. The CONTRACTOR takes great pride in the appearance of its product and will take all necessary steps to ensure the San Benito SAFE system is uniform in color and appearance. The CONTRACTOR may recommend replacement of aluminum boxes with Lexan® call boxes in areas where call boxes are demonstrating high corrosiveness. The Lexan® call

boxes shall meet the same specifications as the aluminum boxes, including but not limited to the call connect light brightness and size, environmental specifications, and functioning capabilities. The CONTRACTOR shall receive approval from SAFE'S Project Manager prior to proceeding with replacement. The CONTRACTOR shall report to SAFE'S Project Manager any unusual findings made while performing preventative maintenance or make recommendations for corrections to call boxes that frequently require preventative maintenance. Some preventative needs may be reported by SAFE'S Project Manager and shall be addressed by the CONTRACTOR during preventative maintenance visits. Each report shall identify the Call Box locations where work was completed and the work performed at each location. The contractor shall complete and submit *RFP SAFE No. 2016-01, Section 7, Attachment E: Call Box Types and Conditions (Attachment D to this contract)*.

3(C) Knockdowns, Vandalism, & Other Events

If call boxes are damaged due to vehicle collision, vandalism, theft, or other willful acts, the CONTRACTOR shall replace or repair them as required within two working days of occurrence if not sooner. The CONTRACTOR shall salvage any or all parts of the damaged call box as long as the integrity of the component is not compromised. The CONTRACTOR shall report knockdowns and vandalism to SAFE within 24 hours of the incident. For all events described in this section, the CONTRACTOR shall notify San Benito SAFE and the CHP area office where call box was damaged, call box number, location, and discovery date. The CONTRACTOR shall also notify SAFE of costs associated with vandalism or knockdown occurrences to assist SAFE in recovery efforts. The CONTRACTOR shall make work orders and other related information on a knocked down call box readily available to SAFE and/or its designated representative to assist in knockdown recovery efforts. All call boxes that are reinstalled after a knockdown will be reinstalled in a manner that is compliant with the ADA accessibility guidelines. The CONTRACTOR will only reinstall the site if it can be modified or relocated to an A, D, F, H, L, or M site type. The CONTRACTOR shall only make changes with SAFE's concurrence. A digital photograph and site survey will accompany any change in site type and will be updated in the call box maintenance system.

If damages are reported by 0800 hours on a workday, the CONTRACTOR shall have the call box placed back in service, and restored to its original site type by 1700 hours on the same day. If damages are reported after 0800 hours, the CONTRACTOR shall have the call box back in service by 1700 hours on the following workday. If foundation work is required, the CONTRACTOR shall have the call box placed back in service by 1700 hours on the second workday following notification. For events reported on a holiday or weekend, the call box shall be repaired by 1700 hours 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. SAFE'S Project Manager shall notify the CONTRACTOR of such events.

It is agreed by the parties to this contract that time is of the essence to the performance of this contract by the CONTRACTOR, and that in case all work called for in this section is not completed in all respects and requirements within the time called for in this section, damage will be sustained by SAFE, and that it is and will be impracticable to determine the actual amount of damage by reason of such delay; and the CONTRACTOR agrees that the sum of \$100.00 per day is a reasonable amount to be charged as liquidated damages; and it is therefore agreed that the CONTRACTOR will pay SAFE the sum of \$100.00 as liquidated damages for each and every calendar day's delay beyond the time prescribed; and the CONTRACTOR further agrees that the SAFE may deduct and retain the amount thereof from any monies due the CONTRACTOR under this contract.

3(D) Temporary Removals & Reinstallations

The CONTRACTOR shall remove call boxes from existing locations during freeway construction as needed or whenever deemed necessary by San Benito SAFE. SAFE retains ownership of call boxes authorized for removal. The CONTRACTOR shall coordinate the removal, de-activation of long term temporary removals, and storage of call boxes as requested by Caltrans or SAFE's Project Manager. In some cases, the 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 the CONTRACTOR. Some call boxes may be temporarily removed for several months, depending on the nature of the construction project. The CONTRACTOR shall store the temporarily removed call boxes and poles at their location, and shall store SAFE'S permanently removed inventory at a SAFE storage facility as directed. The CONTRACTOR shall coordinate the removal, deactivation and database update of any removed sites with the CHP and the call answer center and will keep a current documentation of all temporarily and permanently removed call box inventory.

Upon request by SAFE to reinstall, the CONTRACTOR will coordinate the reinstallation and deferred installation tasks, including permitting, site approval, installation, and reactivation of the unit. With SAFE's approval, the CONTRACTOR shall reinstall the unit as an A, D, F, H, L, or M site type. A digital photograph and site survey shall accompany any change in site type and all call box site information shall be updated in the maintenance database and provided to SAFE's Project Manager and the CHP. The CONTRACTOR shall get the call box back in service within three weeks of when Contractor is notified of reinstallation.

Call boxes requiring permanent relocation, due to a highway or roadway project, may be installed at another location in close proximity to the original location. The new call box site, which includes the concrete pad and call box, shall be installed in accordance with the SAFE Guidelines. All call box relocations, conducted within state highway system, shall be coordinated with Caltrans to ensure proper permitting processes are obtained. Should the call boxes have new sign numbers or phone numbers due to relocation, the CONTRACTOR shall notify SAFE'S Project Manager and CHP immediately, and shall reflect changes in the maintenance system. The CONTRACTOR shall have the call box back in service within three (3) weeks of when the CONTRACTOR is notified of reinstallation. Some construction projects may cause the call box to be permanently inaccessible. In such cases, the CONTRACTOR shall recommend relocation of the call box to SAFE'S Project Manager for approval.

At SAFE'S request, the CONTRACTOR shall remove call boxes permanently from the system. The CONTRACTOR shall be responsible for all permanent removal activity, not including the cancellation of phone numbers with service provider. Permanently removed call boxes are the properties of the SAFE. Surplus equipment shall be stored at the existing Contractor's storage facility and returned to the SAFE's new contractor for inventory at termination of contract.

To efficiently manage the maintenance program of the SAFE system, other SAFE programs and the various non-SAFE call box customers the CONTRACTOR supports, the CONTRACTOR has appropriately staffed the Union City office to ensure all of the CONTRACTOR'S customers' system requirements are met. The Resource Allocation Table below lists the employees directly involved in the project and the percentage of their work-week dedicated to maintaining the San Benito SAFE system. As additional projects are added, or as workload demands increase, the CONTRACTOR has the unique ability to bring skilled technicians from the CONTRACTOR'S other call box projects to support the efforts in the San Benito SAFE. Since all of the CONTRACTOR technicians are well trained on the various call box configurations offered by the CONTRACTOR, SAFE benefits by not having to experience unnecessary system downtime due to on the job training.

Resource Allocation Table		
Employee and Title	Project Task	Weekly % dedicated to San Benito SAFE Project
Bob Lucio	Project Management	35% San Benito SAFE
Northern California Regional Supervisor	day-to-day communication Installations, field surveys SAFE primary contact	65% Other
Doug Long	Corrective/Preventive	35% San Benito SAFE
Senior Technician	Maintenance, New Installs	25% Other
Larry Brown	Corrective/Preventive	25% San Benito SAFE
Technician	Maintenance, New Installs	75% Other
Kyle Herrenkohl	Corrective/Preventive	50% San Benito SAFE
Technician	Maintenance, New Installs	50% Other

3(E) Special Tasks and Projects

The CONTRACTOR will be available to perform San Benito SAFE initiated task-orders that are related to the call box system, such as conducting field surveys, attending Caltrans meetings, and installing new call boxes when requested by San Benito SAFE and its partner agencies.

Obtain Caltrans Encroachment Permit

The CONTRACTOR shall file for and secure encroachment permits from Caltrans and shall coordinate field surveys and attend field review meetings with SAFE's partner agencies when required. The CONTRACTOR is familiar with the requirements for working within Caltrans' right-of-way and follows Caltrans and the CONTRACTOR's safety policies and guidelines to ensure the CONTRACTOR'S workers' safety and protection.

3(F) Third Party Incidents

The CONTRACTOR shall work with third party contractors such as Caltrans, Verizon Wireless and the CONTRACTOR, in providing the wireline service to the 4 wireline call boxes to ensure boxes remain in service, or may need to be bagged until service can be returned. The CONTRACTOR shall repair call box failures due to third party contractors. The CONTRACTOR shall take the necessary steps to restore the call box to operability which may require coordination with the third party contractor. Work 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, the CONTRACTOR have the call box bagged until it is fully operational. The CONTRACTOR shall notify SAFE'S Project Manager whenever a situation arises that may leave a call box out of service. The CONTRACTOR may recommend installing the CONTRACTOR'S satellite call box for those locations where cellular and landline are not available or are unreliable.

4 Administrative Tasks

4(A) Meetings, Field Surveys, and Correspondence

The CONTRACTOR recognizes that there are many additional tasks outside of the daily routine maintenance that will require the CONTRACTOR'S involvement. The CONTRACTOR's staff will be available to perform tasks related to the call box system such as attending meetings, conducting field surveys as requested by SAFE'S Project Manager, updating Caltrans permits, conducting inventory counts, providing product specification sheets and updating the maintenance system. The CONTRACTOR shall respond to written correspondence and email from SAFE'S Project Manager or SAFE'S partners. Correspondence with the CHP call answering center, cellular service provider and other SAFE contractors may be required to resolve issues related to the call box service system. The CONTRACTOR shall provide plans, drawings, maps, and other documents at no additional cost, at SAFE'S Project Manager's reasonable request.

Inventory and Supplies

The CONTRACTOR has implemented the same ISO 9001 practices and procedures for inventory control and accountability as established by the former manufacturer Comarco Wireless. An inventory count is conducted quarterly at all field offices and the results are reconciled with an electronic inventory system. Customer inventory stored at the CONTRACTOR's field offices is secured and available for inspection by SAFE staff.

4(B) Monthly Call Box Usage Reporting

The CONTRACTOR shall provide a monthly call box usage report by the tenth day of each month, detailing the items in *RFP SAFE No. 2016-01, Section 7, Attachment G: Call Box Usage Report (Attachment D to this contract)*. The CONTRACTOR shall obtain the information from SAFE's call box wireless contractor (Verizon Wireless) and its land line provider (PG&E), upon request from SAFE's Project Manager.

4(C) Maintenance System Management

The CONTRACTOR shall maintain and frequently update the call box maintenance system to reflect any changes to the site location, site type, etc. In addition, the CONTRACTOR shall provide a user portal to SAFE'S Project Manager, which will show any changes to the system and containing the current system's specifications, by the second Monday of the corresponding month. The system will allow the reporting to be exported into a Microsoft Excel spreadsheet reflecting the changes. The SAFE will have access to all system information through the CONTRACTOR's database portal.

The Call Box System Database shall include all information relating to system components. This information includes, but is not limited to, controller card type, transceiver model and type, and TTY device type. Fairly recent digital call box pictures and complete latitude and longitude data shall also be included. The CONTRACTOR shall furnish digital cameras and GPS devices.

In addition to the general specifications of each call box, the Call Box System Database shall include, at a minimum, the following maintenance information on the call box system:

- a. Description of all corrective maintenance visits, including the call box sign number, date and time of work issue date, date and time of visit, date and time work completed (if different from the first visit), and description of work performed.
- b. Description of preventive maintenance visits including the call box sign number, date and time of visit, and description of work performed, if it deviates from the standard preventive maintenance requirements.
- c. Description of other site work including, but not limited to the following: knockdowns, vandalism, sign repair, other repairs, site repairs, CHP reported repairs, removals, reinstallations, and pad replacements. These entries should also include the work issue date and time (alarm date where applicable), site visit date and time, sign number, and date and time of completion.

Some specifications of the Call Box System Database and overall maintenance system may be altered by the CONTRACTOR with prior written approval from SAFE'S Project Manager. Additional information may be added, at the SAFE'S Project Manager's request, or unnecessary information deleted, with their approval.

~ END ATTACHMENT A ~

**ATTACHMENT B
Payment Schedule**

B-L. BILLING

Charges for services rendered pursuant to the terms and conditions of this contract shall be invoiced on the following basis: (check one)

- One month in arrears.
- Upon the complete performance of the services specified in Attachment A.
- The basis specified in paragraph B-4.

B-2. PAYMENT

Payment shall be made by SAFE to CONTRACTOR at the address specified in paragraph 7 of this contract, net thirty (30) days from the invoice date.

B-3. COMPENSATION

SAFE shall pay to CONTRACTOR: (check one)

- a total lump sum payment of \$ _____, or
- a total sum not to exceed \$ 159,603.00, as follows:
 - Year 1: total sum not to exceed \$31,920.60
 - Year 2: total sum not to exceed \$31,920.60
 - Year 3: total sum not to exceed \$31,920.60
 - Year 4: total sum not to exceed \$31,920.60
 - Year 5: total sum not to exceed \$31,920.60

for services rendered pursuant to the terms and conditions of this contract and pursuant to any special compensation terms specified in this attachment, Attachment B.

B-4. SPECIAL COMPENSATION TERMS: (check one)

- There are no additional terms of compensation.
- The following specific terms of compensation shall apply: (Specify)

The CONTRACTOR shall invoice monthly, at the rate of \$2,660.05 per month, for services rendered pursuant to this Contract.

The CONTRACTOR shall provide a monthly progress report as a part of the monthly invoice which tracks tasks specified in Attachment A, Scope of Services, with services completed by the CONTRACTOR. The monthly progress report shall include the following:

- Description of the tasks in progress or achieved
- Description of the tasks still to be achieved

The SAFE shall have the right to retain 10% of the total contracted amount until the project is deemed completed by the CONTRACTOR and the SAFE.

~ END ATTACHMENT B ~

ATTACHMENT C
General Terms and Conditions

C-1. INDEMNIFICATION.

CONTRACTOR and SAFE each agree to indemnify, defend and save harmless the other party and the other party's officers and employees, from and against any and all claims and losses whatsoever arising out of, or in any way related to, the indemnifying party's performance under this contract, including, but not limited to, claims for property damage, personal injury, death, and any legal expenses (such as attorneys' fees, court costs, investigation costs, and experts' fees) incurred by the indemnitee in connection with such claims or losses. A party's "performance" includes the party's action or inaction and the action or inaction of that party's officers and employees.

C-2. GENERAL INSURANCE REQUIREMENTS.

Without limiting CONTRACTOR'S duty to indemnify SAFE, CONTRACTOR shall comply with the insurance coverage requirements set forth in the contract and in this attachment. Those insurance policies mandated by Paragraph C-3 shall satisfy the following requirements:

- (a) Each policy shall be issued by a company authorized by law to transact business in the State of California.
- (b) Each policy shall provide that SAFE shall be given notice in writing at least thirty (30) days in advance of any change, cancellation, or nonrenewal thereof.
- (c) The comprehensive motor vehicle and comprehensive general liability policies shall each provide an endorsement naming the County of San Benito and its officers, agents and employees as additional insureds.
- (d) The required coverage shall be maintained in effect throughout the term of this contract.

CONTRACTOR shall require all Subcontractors performing work under this contract to obtain substantially the identical insurance coverage required of CONTRACTOR pursuant to this agreement.

C-3. INSURANCE COVERAGE REQUIREMENTS.

If required by paragraph 5 of the contract, CONTRACTOR shall maintain the following insurance policies in full force and effect during the term of this contract:

- (a) Comprehensive general liability insurance. CONTRACTOR shall maintain comprehensive general liability insurance, covering all of CONTRACTOR'S operations with a combined single limit of not less than the amount set out in paragraph 5 of this contract.
- (b) Professional liability insurance. CONTRACTOR shall maintain professional liability insurance with liability limits of not less than the amount set out in paragraph 5 of this contract.
- (c) Comprehensive motor vehicle liability insurance. CONTRACTOR shall maintain comprehensive motor vehicle insurance covering all motor vehicles (including owned, non-owned and hired) used in providing services under this contract, with a combined single limit of not less than the amount set out in Paragraph 5 of this contract.
- d) Workers' compensation insurance. CONTRACTOR shall maintain a workers' compensation plan covering all of its employees as required by California Labor Code Section 3700, either through workers' compensation insurance issued by an insurance company or through a plan of self-insurance certified by the State Director of Industrial Relations. If CONTRACTOR elects to be self-

insured, the certificate of insurance otherwise required by this contract shall be replaced with a consent to self-insure issued by the State Director of Industrial Relations.

C-4. CERTIFICATE OF INSURANCE.

Prior to the commencement of performance of services by CONTRACTOR and prior to any obligations of SAFE, CONTRACTOR shall file certificates of insurance with SAFE, showing that CONTRACTOR has in effect the insurance required by this contract. CONTRACTOR 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. In lieu of providing proof of insurance, CONTRACTOR may provide proof of self-insurance meeting requirements equivalent to those imposed herein. CONTRACTOR warrants that CONTRACTOR'S self-insurance provides substantially the same protection to SAFE as the insurance required herein. CONTRACTOR further agrees to notify SAFE in the event any change in self-insurance occurs that would alter the obligations undertaken in this contract within thirty (30) days of such change.

C-5. RECORDS TO BE MAINTAINED.

CONTRACTOR shall keep and maintain accurate records of all costs incurred and all time expended for work under this contract. CONTRACTOR shall contractually require that all of CONTRACTOR'S Subcontractors performing work called for under this contract also keep and maintain such records. All such records, whether kept by CONTRACTOR or any SUBCONTRACTOR, shall be made available to SAFE or its authorized representative, Federal Highway Administration (FHWA), or any duly authorized representative of the Federal Government or officials of the State of California for review or audit during normal business hours, upon reasonable advance notice given by SAFE, its authorized representative, or officials of the State of California.

C-6. RETENTION OF RECORDS.

CONTRACTOR shall maintain and preserve all records related to this contract for a period of three years from the close of the fiscal year in which final payment under this contract is made. CONTRACTOR shall also contractually require the maintenance of such records in the possession of any third party performing work related to this contract for the same period of time. Such records shall be retained beyond the three-year period, if any audit involving such records is then pending, until the audit findings are resolved. The obligation to insure the maintenance of the records beyond the initial three year period shall arise only if the SAFE notifies CONTRACTOR of the commencement of an audit prior to the expiration of the three year period.

C-7. TITLE TO DOCUMENTS; COPYRIGHT.

All reports and other materials collected or produced by the CONTRACTOR or any Subcontractor of CONTRACTOR shall, after completion and acceptance of the contract, become the property of SAFE, and shall not be subject to any copyright claimed by the CONTRACTOR, SUBCONTRACTOR, or their agents or employees. CONTRACTOR may retain copies of all such materials exclusively for administrative purposes. Any use of completed or uncompleted documents for other projects by CONTRACTOR, any Subcontractor, or any of their agents or employees, without the prior written consent of SAFE is prohibited.

C-8. INDEPENDENT CONTRACTOR.

CONTRACTOR and its officers and employees, in the performance of this contract, are independent CONTRACTORS in relation to SAFE and not officers or employees of SAFE. Nothing in this contract shall create any of the rights, powers, privileges or immunities of any officer or employee of SAFE.

CONTRACTOR shall be solely liable for all applicable taxes or benefits, including, but not limited to, federal and state income taxes, Social Security taxes, or ERISA retirement benefits, which taxes or benefits arise out of the performance of this contract. CONTRACTOR further represents to SAFE that CONTRACTOR has no expectation of receiving any benefits incidental to employment.

C-9. CONFLICT OF INTEREST.

CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. CONTRACTOR further covenants that, in the performance of this contract, no Subcontractor or person having such an interest shall be used or employed.

C-10. COMPLIANCE WITH APPLICABLE LAWS.

CONTRACTOR shall comply with all applicable federal, state and local laws now, or hereafter, in force, and with any applicable regulations, in performing the work and providing the services specified in this contract. This obligation includes, without limitation, the acquisition, and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this contract.

C-11. NONDISCRIMINATION.

CONTRACTOR shall not discriminate in the employment of persons necessary to perform this contract on any legally impermissible basis, including on the basis of the race, color, national origin, ancestry, religion, age, sex, or disability of such person.

C-12. BANKRUPTCY.

CONTRACTOR shall immediately notify SAFE in the event that CONTRACTOR ceases conducting business in the normal manner, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

C-13. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION OF DUTIES.

Except as specifically authorized herein, no rights under this contract may be assigned and no duties under this contract may be delegated by CONTRACTOR without the prior written consent of SAFE, and any attempted assignment or delegation without such consent shall be void.

C-14. NEGOTIATED CONTRACT.

This contract has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this contract within the meaning of California Civil Code Section 1654.

C-15. SEVERABILITY.

Should any provision herein be found or deemed to be invalid, this contract shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect. To this end, the provisions of this contract are declared to be severable.

C-16. ENTIRE CONTRACT.

This contract is the entire agreement of the parties. There are no understandings or agreements pertaining to this contract except as are expressly stated in writing in this contract or in any document attached hereto or incorporated herein by reference.

C-17. TIME IS OF THE ESSENCE.

Time is of the essence in the performance of this contract.

C-18. TERMINATION.

Either party may terminate this contract, with or without cause, at any time. In order to terminate this contract, the terminating party shall give advance written notice to the other party. The termination shall be effective no earlier than the expiration of the number of days specified in paragraph 6 of this contract. The termination notice shall be made as specified in paragraph C-19, below. In the event of termination, SAFE shall pay CONTRACTOR for all work satisfactorily performed prior to the effective date of the termination.

C-19. NOTICES.

Notices to the parties in connection with the administration of this contract shall be given to the parties' contract administrator personally, by regular mail, or by facsimile transmission as more particularly specified in this paragraph. Notices will be deemed given on:

- (a) The day the notice is personally delivered to the contract administrator or the office of the party's contract administrator; or
- (b) Five days after the date the notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, with first-class postage fully prepaid; or
- (c) On the day that the notice is transmitted by facsimile to a party's facsimile number specified in paragraph 8 of this contract, provided that an original of such notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, on the same day as the facsimile transmission is made.

C-20. RESPONSIBILITY OF CONTRACT ADMINISTRATORS.

All matters concerning this contract which are within the responsibility of the parties shall be under the direction of, or shall be submitted to, the respective contract administrators or to the party's employee specified, in writing, by the contract administrator. A party may, in its sole discretion, change its designation of its contract administrator and shall promptly give written notice to the other party of any such change.

C-21. MATERIALITY.

The parties consider each and every term, covenant, and provision of this contract to be material and reasonable.

C-22. WAIVER.

Waiver by either party of a breach of any covenant of this contract will not be construed to be a continuing waiver of any subsequent breach. SAFE's receipt of consideration with knowledge of CONTRACTOR'S violation of a covenant does not waive its right to enforce any covenant of this contract. The parties shall not waive any provisions of this contract unless the waiver is in writing and signed by all parties.

C-23. AUTHORITY AND CAPACITY.

CONTRACTOR and CONTRACTOR'S signatory each warrant and represent that each has full authority and capacity to enter into this contract.

C-24. BINDING ON SUCCESSORS.

All of the conditions, covenants and terms herein contained shall apply to, and bind, the heirs, successors, executors, administrators and assigns of CONTRACTOR. CONTRACTOR and all of CONTRACTOR'S heirs, successors, executors, administrators, and assigns shall be jointly and severally liable under this contract.

C-25. CUMULATION OF REMEDIES.

All of the various rights, options, elections, powers and remedies of the parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any condition, covenant or term by the other party. The exercise of any single right, option, election, power or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.

C-26. INDEPENDENT ADVICE.

Each party hereby represents and warrants that in executing this contract it does so with full knowledge of the rights and duties it may have with respect to the other. Each party also represents and warrants that it has received independent legal advice from its attorney with respect to the matters set forth in this contract and the rights and duties arising out of this contract, or that such party willingly foregoes any such consultation.

C-27. NO RELIANCE ON REPRESENTATIONS.

Each party hereby represents and warrants that it is not relying, and has not relied, upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this contract may hereunder turn out to be other than, or different from the facts now known to such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this contract shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts.

C-28. REDUCTION OF CONSIDERATION.

CONTRACTOR agrees that SAFE shall have the right to deduct from any payments specified in Attachment B any amount owed to SAFE by CONTRACTOR as a result of any obligation arising prior to, or after, the execution of this contract. For purposes of this paragraph, obligations arising prior to, or after, the execution of this contract may include, without limitation, any property tax, secured or unsecured, which tax is in arrears. If SAFE exercises the right to reduce the consideration specified in Attachment B, SAFE, at the time of making a reduced payment, shall give CONTRACTOR notice of the amount of any off-set and the reason for the reduction.

C-29. COUNTERPARTS.

This contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original. The counterparts shall together constitute one contract.

~ END ATTACHMENT C ~

ATTACHMENT D

SPECIFIC TERMS AND CONDITIONS

SAFE RFP No. 2016. 01 IS ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.