



**AGENDA
REGULAR MEETING
SERVICE AUTHORITY FOR FREEWAYS AND EXPRESSWAYS**

DATE: Thursday, July 21, 2016
3:00 P.M.

LOCATION: Board of Supervisors Chambers, 481 Fourth Street,
Hollister, CA 95023

DIRECTORS: Chair Tony Boch, Vice Chair Ignacio Velazquez,
Anthony Botelho, Victor Gomez, and Jerry Muenzer
Alternates: San Benito County: Jaime De La Cruz;
City of Hollister: Mickie Luna; San Juan Bautista: Jim West

*Persons who wish to address the Board of Directors must complete a Speaker Card and give it to the Clerk prior to addressing the Board. Those who wish to address the Board on an agenda item will be heard when the Chairperson calls for comments from the audience. Following recognition, persons desiring to speak are requested to advance to the podium and state their name and address. After hearing audience comments, the Public Comment portion of the agenda item will be closed. **The opportunity to address the Board of Directors on items of interest not appearing on the agenda will be provided during Section B. Public Comment.***

3:00 P.M. CALL TO ORDER

- A. ACKNOWLEDGE** Certificate of Posting
- B. PUBLIC COMMENT:** (Opportunity to address the Board on items of interest not appearing on the agenda. No action may be taken unless provided by Govt. Code Sec. 54954.2. **Speakers are limited to 3 minutes.**)

CONSENT AGENDA:

(These matters shall be considered as a whole and without discussion unless a particular item is removed from the Consent Agenda. Members of the public who wish to speak on a Consent Agenda item must submit a Speaker Card to the Clerk and wait for recognition from the Chairperson. Approval of a consent item means approval as recommended on the Staff Report.)

- 1. **APPROVE** Service Authority for Freeways and Expressways Draft Meeting Minutes Dated June 16, 2016 – Gomez

REGULAR AGENDA:

- 2. **San Benito County Motorist Aid System – Lezama**
 - a. **RECEIVE** Presentation on the San Benito County Motorist Aid System; and
 - b. **RELEASE** SAFE RFP No. 2016-01 for Call Box Maintenance and Improvement Services

ADJOURN TO MEETING OF THURSDAY AUGUST 18, 2016. AGENDA DEADLINE IS AUGUST 9, 2016 AT 12:00 P.M.

In compliance with the Americans with Disabilities Act (ADA), if requested, the Agenda can be made available in appropriate alternative formats to persons with a disability. If an individual wishes to request an alternative agenda format, please contact the Clerk of the Council four (4) days prior to the meeting at (831) 637-7665. The Service Authority for Freeways and Expressways Board of Directors meeting facility is accessible to persons with disabilities. If you need special assistance to participate in this meeting, please contact the Clerk of the Board's office at (831)637-7665 at least 48 hours before the meeting to enable the Council of Governments to make reasonable arrangements to ensure accessibility.

**SAN BENITO COUNTY
SERVICE AUTHORITY FOR FREEWAYS
AND EXPRESSWAYS (SAFE)
MEETING**

June 16, 2016 3:00 P.M.

DRAFT MINUTES

MEMBERS PRESENT:

Chair Boch, Director Botelho, Director Gomez, and Director Velazquez

STAFF PRESENT:

Deputy County Counsel, Shirley Murphy; Executive Director, Mary Gilbert; Administrative Services Specialist, Kathy Postigo; Transportation Planner, Veronica Lezama; Secretary, Monica Gomez

CALL TO ORDER:

Chair Boch called the meeting to order at 5:05 P.M.

A. Acknowledge Certificate of Posting

Upon a motion duly made by Director Botelho, and seconded by Director Velazquez, the Directors unanimously acknowledged the Certificate of Posting. Vote: 4/0 motion passes.

B. Public Comment: None

CONSENT AGENDA:

- 1. Approve** Service Authority for Freeways and Expressways Draft Meeting Minutes Dated June 18, 2015 – Gomez
- 2. Receive** Service Authority for Freeways and Expressways FY 2015/16 Third Quarter Budget – Postigo
- 3. Approve** FY 2016/17 Service Authority for Freeways and Expressways Final Budget – Postigo

There was no discussion or public comment on the Consent Agenda.

Upon a motion duly made by Director Botelho, and seconded by Director Velazquez, the Directors unanimously approved Items 1-3 from the Consent Agenda. Vote: 4/0 motion passes.

REGULAR AGENDA:

- 4. Receive** Presentation on the San Benito County Motorist Aid System – Lezama

Ms. Gilbert asked that the Board continue Item 4 to the July meeting.

Upon a motion duly made by Director Botelho, and seconded by Director Velazquez, the Directors continued Item 4 to the July SAFE meeting. Vote: 4/0 motion passes

Upon a motion duly made by Director Velazquez and seconded by Director Botelho, the Directors unanimously adjourned the SAFE meeting at 5:06 p.m. Vote: 4/0 motion passes.

ADJOURN TO SAFE MEETING JULY 21, 2016.



Staff Report

To: Service Authority for Freeway and Expressways
From: Veronica Lezama, Transportation Planner **Telephone:** (831) 637-7665
Date: July 21, 2016
Subject: San Benito County Motorist Aid System

Recommendation:

- a. **RECEIVE** Presentation on the San Benito County Motorist Aid System; and
- b. **RELEASE** SAFE RFP No. 2016-01 for Call Box Maintenance and Improvement Services.

Summary:

The Service Authority for Freeways and Expressways (SAFE) Board of Directors will receive a presentation on the Emergency Call Box Program at the July 21, 2016 meeting. The Board is also asked to consider releasing a Request for Proposals (RFP) for ongoing call box maintenance and service improvements.

Financial Considerations:

The Service Authority for Freeways and Expressways (SAFE) receives approximately \$56,000 annually in vehicle registration fees to maintain emergency call boxes in San Benito County. A \$1 per registered vehicle fee is collected by the Department of Motor Vehicles for this program.

Background:

In 1998, the Council of San Benito County Governments established the San Benito County Service Authority for Freeways and Expressways (SAFE). SAFE was tasked with developing a Motorist Air System in San Benito County. The program is a cooperative effort between California Department of Transportation, California Highway Patrol, and the San Benito County Service Authority for Freeways and Expressways.

In some communities the Motorist Air System consists of an Emergency Call Box Program, Freeway Service Patrol, and/or additional California Highway Patrol enforcement. In San Benito County, the Motorist Aid System consist of an Emergency Call Box Program.

Staff Analysis:

At the May 19, 2016, the Service Authority for Freeways and Expressways Board directed staff to provide a report on the call box usage. A presentation will provided at the SAFE Board meeting detailing the Emergency Call Box Program's purpose, usage and service options.

Call boxes provide 24-hour assistance to motorists in trouble – allowing them direct phone access to the California Highway Patrol. Call boxes are conveniently located next to state highways and on specific County roads. In San Benito County, there are a total of 40 emergency call boxes.

The system of call boxes requires year-round maintenance, repairs, and other related fieldwork to ensure proper functioning and appearance. The exact number of call boxes and number of repairs and maintenance visits may vary each month by location, season, and other variables. The call boxes are also required to meet American Disability Act (ADA) guidelines. Call box maintenance services are currently provided under contract, which is set to expire on November 18, 2016.

SAFE staff has prepared the enclosed RFP – soliciting proposals for a contractor to provide maintenance, repairs, and other related field services to its call box system, for a five year period beginning November 17, 2016, and ending November 18, 2021.

Executive Director Review: _____

Counsel Review: Yes

Attachment: SAFE RFP 2016-01: Call Box Maintenance and Improvements Services

San Benito County
Service Authority for Freeways and Expressways
(SAFE)

Request for Proposals SAFE #2016-01

Call Box Maintenance and Improvement Services

Proposals Due: August 23, 2016, 4:00 PM

Prepared By:

San Benito County Service Authority for Freeways and Expressways
330 Tres Pinos Road, Suite C7
Hollister, California 95023
(831) 637-7665

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SECTION 1. REQUEST

The San Benito County Service Authority for Freeways and Expressways, herein referred to as “SAFE”, is soliciting proposals from qualified Contractors to provide maintenance of 40 call boxes and Service Improvements. Contractors are invited to submit a proposal to provide the scope of services outlined in Section 4: Scope of Work.

~ END SECTION 1 ~

SECTION 2. BACKGROUND

In 1985 the California Legislature passed Senate Bill 1190 enabling counties to generate revenue for the purpose of purchasing, installing, operating, and maintaining an Emergency Motorist Aid System. This legislation required the Department of Motor Vehicles (DMV) to collect revenue, and requires the Department of California Highway Patrol (CHP) and the California Department of Transportation (Caltrans) to provide review, approval and operating services to local Service Authorities for Freeways and Expressways.

On August 25, 1988, the Council of San Benito County Governments established the San Benito County Service Authority for Freeways and Expressways (SAFE) to administer the \$1 vehicle registration fee collected by the Department of Motor Vehicles (DMV) for maintaining an emergency motorist aid system in San Benito County. In order to obtain funding, SAFE's are required to follow California Motorist Aid Guidelines.

California Motorist Aid Guidelines are a set of procedures that have been developed by the California Highway Patrol and the California Department of Transportation, in cooperation with the California Service Authority for Freeways and Expressways (CalSAFE). CalSAFE is comprised of program managers from each county or regional SAFE organization, California Highway Patrol and Caltrans. A copy of the Call Box and Motorist Aid Guidelines are available upon request from the SAFE Program Manager.

1. MOTORIST AID SYSTEM BACKGROUND

San Benito County SAFE is soliciting qualified Contractors to maintain its existing Emergency Call Box Program. San Benito County SAFE operates 40 call boxes, which are located at the following sites:

- Eight (12) on Highway 25, eight north and four south on Highway 25
- One (1) on Highway 146
- Six (6) on Highway 101
- 17 on Highway 156
- Four (4) call box landlines on Panoche Road, south San Benito County.

For a map of call box locations, see Attachment A to this Request for Proposals. San Benito SAFE contracts with the California Highway Patrol for call box answering services. All San Benito County call boxes are equipped with teletypewriter (TTY) capabilities that allow users to type and read rather than speak and hear their communications with CHP dispatchers. All call box sites are configured to meet Americans with Disabilities Act (ADA) requirements.

~ END SECTION 2 ~

SECTION 3. INSTRUCTIONS TO RESPONDENTS

3.1 Responding to RFP

Respondents shall submit a completed Proposal with appropriate attachments or explanatory materials in response to SAFE RFP #2016-01. All attachments shall be identified with the Respondent's name, the RFP number and page number. No oral, telegraph, telephone, facsimile, electronic responses or photocopies will be accepted. Proposals must be completed in ink, typewritten, or word-processed.

3.2 RFP Documents

The following exhibits, in addition to this RFP and the Official Proposal Form set forth in Section 5 of this RFP, are included as a part of this RFP:

- Exhibit A – Respondent Fact Sheet
- Exhibit B – Acknowledgment of Addenda Form
- Exhibit C – Customer References
- Exhibit D – Designation of Subcontractors
- Exhibit E – Non-Collusion Declaration
- Exhibit F – Fee Schedule
- Exhibit G – Standard Contract

3.3 RFP Process Schedule

The following is an anticipated RFP schedule. The SAFE may change the estimated dates and process as deemed necessary.

The proposed schedule for the submittal reviews and notification is as follows:

Activity	Date
Release RFP online at: www.sanbenitocog.org	July 25, 2016
Deadline for Written Questions	August 15, 2016
Deadline for Proposals	August 23, 2016
Select Consultant, Negotiate Contract	September 21, 2016
Approximate Award Date	November 17, 2016
Begin Work	November 17, 2016

3.4 Submission of Proposals

Respondent shall submit the Proposal on the form(s) provided by and made available at the SAFE Office, at the address set forth below. All items shall be filled in and the signatures of all persons signing shall be written and printed in longhand. Respondent shall submit two (2) hard copies and an electronic copy on CD-Rom or removable disk of the completed Proposal, including all applicable supporting documentation, including but not limited to the Exhibits set forth in Section 6 of this RFP, addressed and delivered to the office and individual named below:

Mary Gilbert, Executive Director
Service Authority for Freeways and Expressways (SAFE)
330 Tres Pinos Road, Suite C7
Hollister, California 95023

All Proposals must be received by no later than **4:00 PM, Pacific Time, on August 23, 2016.** Proposals received after the above date and time will be rejected and will be returned unopened. Facsimile transmission of Proposals will not be accepted. Proposals must be signed by the Respondent or by a duly authorized officer of the Respondent, delivered along with all required documents, sealed and plainly addressed to the agency representative specified in this RFP.

All costs of the preparation of a Proposal shall be the sole responsibility of the Respondent. All materials submitted in response to the Request for Proposal become the property of SAFE and shall not be returned.

All Proposals shall remain firm for at least ninety (90) calendar days after the Proposal Due Date or unless otherwise specified. Within ninety (90) calendar days after the Proposal Due Date, a purchase order and/or a contract may be awarded by the SAFE to the highest ranked Respondent, as it may deem proper in its absolute discretion. The time for awarding a purchase order and/or contract may be extended at the sole discretion of the SAFE, if required to evaluate Proposals of for such other purposes as the SAFE may determine, unless the Respondent objects to such extension in writing, submitted with the Proposal.

A responsive Proposal shall be limited in length to **no more than 10 double-sided pages**, and 12 point size font. Page limit is not inclusive of cost Proposal, certification forms, or résumés. Submissions beyond the page limit will not be considered.

A responsive Proposal shall include, at a minimum, the following items:

- The fully completed and executed Official Proposal Form set forth in Section 5 of this RFP
- Fully completed and executed Exhibits A through F of this RFP
- Evidence of Respondent's possession of civil engineer's license(s), business license(s) and/or any other licenses and/or permits required to do business in the City of Hollister, County of San Benito, and State of California
- A cover letter
- A brief description of the Respondent's experience, including the year the firm was established, type of firm (partnership, corporation, etc.), and a statement of the Respondent's qualifications for performing the subject services, demonstrating Respondent has at least two (2) years' of experience providing the services described in Section 4, Scope of Work

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- An organizational chart depicting the individual or team proposed by the Respondent and a brief summary of the qualifications and experience of each member proposed as the project team, demonstrating each has at least two (2) years' of experience providing the services described in Section 4, Scope of Work
 - A concise, but detailed description on the Respondent's approach to meet the requirements set forth in Section 4, Scope of Work
 - A schedule for each task identified in Section 4, Scope of Work
 - The relevant qualifications and experience of any Subcontractors to be used, as well as customer references for each Subcontractor
 - A cost Proposal that includes all charges. The cost Proposal must be submitted in a separate sealed envelope and will not be used as part of the evaluation criteria. The cost Proposal shall not be included in the compact disc.
 - Other relevant information that will assist the SAFE in selecting the most qualified Respondent(s).

3.5 Proprietary Information

All information appearing within the Proposal may be subject to public inspection. Any proprietary information must be clearly marked as such and submitted in a separate sealed envelope and referenced only within the body of the Proposal.

3.6 Point of Contact

All questions regarding this RFP shall be directed to Veronica Lezama, Transportation Planner veronica@sanbenitocog.org or by facsimile at 831.636.4160 with the subject: "RFP SAFE 2016-01" followed by a brief description. No other individual has the authority to respond to any questions submitted unless specifically authorized by Veronica Lezama, Transportation Planner or designee. Failure to adhere to this process may disqualify the Respondent.

3.7 Interpretation

Should any discrepancies or omissions be found in the RFP specifications/requirements, or doubt as to their meaning, the Respondent shall notify the SAFE in writing at once (e-mail is acceptable). The SAFE will post addenda with further instruction or clarification on www.SanBenitocog.org for all interested parties to view. SAFE shall not be held responsible for oral interpretations. Questions must be received at least seven (7) days before the Proposal due date and will be answered via Addenda.

3.8 Questions

Questions must be received by **August 15, 2016 at 4:00 PM, Pacific Time**. All Addenda issued shall be incorporated into the contract. It is the Respondent's responsibility to check the website to obtain the most current information regarding this RFP.

3.9 Updates and Addenda

No one is authorized to amend any of these documents in any respect by an oral statement or to make any representation or interpretation in conflict with their provisions. Any changes to these documents will be issued in writing via Addendum by Mary Gilbert or her designee, to be posted on the SAFE's website at www.SanBenitocog.org for all interested parties to view, and to be faxed, emailed, or mailed to all prospective Respondents known by the SAFE, if and when necessary. All Addenda issued shall be incorporated into the contract. Respondents shall be responsible for monitoring the SAFE's website at www.SanBenitocog.org to obtain the most current information regarding this RFP. Current information may be in the form of an update or a formal Addendum. The last day for updates and Addenda to be posted on the above mentioned website is **August 19, 2016, at 5:00 PM, Pacific Time.**

3.10 Late Responses

All responses to the RFP must be delivered in person or received by mail no later than **4:00 PM, August 23, 2016, Pacific Time.** Respondents shall be responsible for the timely delivery of their Proposals. Proposals received after the deadline will not be accepted and will be unopened and discarded.

3.11 Multiple Proposals

Only one Proposal will be accepted from any one person, partnership, corporation or other entity; however, several alternatives may be included in one Proposal.

3.12 Proposal Evaluation Criteria

If an award is made, it will be made to the responsive Proposal by a responsible Respondent that offers SAFE the greatest value based on an analysis involving a number of criteria. An Evaluation Committee consisting of SAFE staff will review each Proposal for completeness and content. Each Proposal will be evaluated based upon the relevant experience of the Respondent. The Evaluation Committee will review and rank the Proposals and may conduct interviews, if necessary. The rankings will be based upon the evaluation criteria that may include, but is not necessarily limited to the following:

- Organization: Does the Respondent offer the breadth and quality of services required for the anticipated project? Does the Respondent's organizational structure show sufficient depth for its present workload?
- Staff: Do the qualifications of key personnel to be assigned to the anticipated projects coincide with project requirements? Do assigned personnel have requisite education, experience, and professional qualifications?
- Experience: Has the Respondent demonstrated the ability to successfully provide services for projects of a similar complexity and nature as described herein?
- Technical Approach: How does the Respondent intend to achieve the budget and project delivery goals for the anticipated project? How will the Respondent perform the Scope of Work specified in Section 4 of this RFP? Will the firm be able to perform the Scope of Work within a timely manner and in accordance with SAFE's schedule.

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- Reputation: Are the Respondent's references from past clients and associates favorable? Does the Respondent show financial and operational stability?
 - Cost: Is the proposed budget cost effective?

3.13 Selection Procedure

The SAFE shall perform an initial review of all Proposals to determine responsiveness as specified in Paragraph 3.4 in this RFP. The Evaluation Committee will review all responsive Proposals and will rank Proposals in descending order of preference. The Evaluation Committee will then select the preferred Proposal, that best meets the needs as set forth in this RFP, is the best qualified, and is able to provide the requested services as follows:

- PRE-SELECTION: The Evaluation Committee will review and screen the Proposals for completeness. Proposals that are incomplete, or improperly written, may be considered non-responsive and may be rejected. Each Proposal will be evaluated for its completeness and responsiveness to the Evaluation Criteria set forth in Section 3.12 above, and to the Scope of Work outlined in Section 4 of this RFP. Based upon the scores of responsive Proposals, the Evaluation Committee will set a competitive range and invite Respondents in the competitive range to participate in an in-person interview. Top ranking Respondents will be asked to prepare an oral presentation of their Proposal to the Evaluation Committee. References may be contacted by any person of the Evaluation Committee. The Evaluation Committee reserves the right to evaluate the interview and presentation, and to reevaluate the initial Proposal based upon new information provided during the interview component.
- SELECTION: Award of a contract shall not be based on cost alone, but on the strength of qualifications of the Respondent and the Respondents' capability of providing the services outlined in the RFP. The Evaluation Committee will rank the Proposals based upon the interview, compliance with the RFP terms and conditions, quality and performance of the services offered based on previous contracts, reference checks for the same or similar services, and the capacity of the Respondent to perform the required services.
- NEGOTIATIONS: Staff will enter into negotiations with the highest ranked Respondent, regarding the terms of a contract consistent with the RFP and the Proposal, which will be submitted to the SAFE Board of Directors for approval. The successful Respondent will be expected to enter into the agreement appended as Exhibit G to this RFP. No modifications to the general terms and conditions of the standard contract appended as Exhibit G to this RFP will be considered, except as indicated in this RFP. If an agreement is not reached within a reasonable time after the highest ranked Proposal is identified, the SAFE reserves its right to terminate negotiations with the highest ranked Respondent and begin negotiations with the next highest ranked Respondent, suspend the process entirely or request new Proposals. This process will continue until an agreement is reached or all Proposals are rejected.

All Respondents may be notified of the Proposal which is ranked highest. No other information will be released.

The evaluation of the Proposals shall be within the sole judgment and discretion of the Evaluation Committee. SAFE reserves the right to reject any and all Proposals received pursuant to the RFP. Award of a contract is contingent on funding availability and the SAFE Board of Directors' approval. The SAFE is under no obligation to award any contract. There shall be no appeal of any decision of the SAFE, or any SAFE representative.

3.14 Reservations

The SAFE reserves the right to do the following at any time and for its own convenience, at its sole discretion:

- To reject any and all Proposals, without indicating any reason for such rejection
- Waive or correct any minor or inadvertent defect, irregularity or technical error in the RFP or any RFP procedure, in any Proposal, or in any subsequent negotiation process
- Terminate this RFP and issue a new RFP anytime thereafter
- Procure any materials or services specified in the RFP by other means
- Extend any or all deadlines specified in the RFP, including deadlines for accepting Proposals, by issuance of an Addendum at any time prior to the deadline for receipt of Proposals
- Disqualify any Respondent on the basis of any real or perceived conflict of interest or evidence of collusion that is disclosed by the Proposal or other data available to the SAFE. Such disqualification is at the sole discretion of the SAFE
- Reject the Proposal of any Respondent that is in breach of or in default under any other agreement with the SAFE
- Reject any Respondent deemed by the SAFE to be non-responsive, unreliable, unqualified, or non-responsible

3.15 Notification of Modification or Withdrawal of Proposals

The Respondent may modify or withdraw a Proposal by submitting a written request for its modification or withdrawal to a SAFE representative at any time prior to the Proposal submission deadline. The withdrawal shall be signed by the Respondent or an authorized agent of the Respondent.

The Respondent may thereafter submit a new Proposal prior to the deadline. All Proposals not modified or withdrawn prior to the deadline will become the SAFE's property. Modifications of a Proposal offered in any manner, oral or written, will not be considered after the deadline.

3.16 Notice of Intent to Award

Notice of Intent to Award may be issued upon receipt of all required documents.

3.17 Contractor Responsibility and Performance

The SAFE will consider the Contractor to be the sole point of contact with regard to all contractual matters.

Contractor shall provide the services of one (1) or more qualified contract manager(s) responsible for assuring that the services provided under the contract are satisfactory. It is desirable that the Contractor have local representation to provide on-site consultation/problem resolution if required.

3.18 Indemnification and Insurance

With regard to the design services described in California Civil Code section 2782.8 only, the following indemnification clause shall apply:

To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend and hold harmless the SAFE and its officers, agents, employees and representatives, from and against any and all claims, actions, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred, brought for or on account of, injury to or death of any person, including but not limited to workers, employees of the SAFE and/or County of San Benito, and the public, or damage to property, which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONTRACTOR, its officers, agents, employees, volunteers, representatives, contractors and subcontractors. This duty of CONTRACTOR includes the duty of defense, inclusive of that set forth in California Civil Code Section 2778. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this contract. CONTRACTOR shall not be liable under this indemnification provision if the SAFE has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence, recklessness or willful misconduct. The obligations set forth herein shall continue beyond the term of this contract.

The provisions of Paragraph C-1 of Attachment C shall remain in full force and effect and shall apply to CONTRACTOR'S provision of all other services under this contract that are not described in California Civil Code section 2782.8.

The Contractor, at its sole cost and expense, for the full term of this contract (and extensions thereof), shall obtain and maintain at minimum all of the following insurance coverage. Such insurance coverage shall be primary coverage as respects the SAFE and any insurance or self-insurance maintained by the SAFE shall be in excess of the Contractor's insurance coverage and shall not contribute to it.

1. Types of Insurance and Minimum Limits
 - a) Worker's Compensation and Employer's Liability Insurance in conformance with the laws of the State of California.

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- b) The Contractor's vehicles used in the performance of this contract, including owned, non-owned (e.g. owned by the Contractor's employees), leased or hired vehicles, shall each be covered with Automobile Liability Insurance in the minimum amount of \$500,000 combined single limit per accident for bodily injury and property damage.
 - c) The Contractor shall obtain and maintain Comprehensive General Liability Insurance coverage in the minimum amount of \$1,000,000.00 combined single limit, including bodily injury, personal injury, and property damage. Such insurance coverage shall include, without limitation:
 - (i) Contractual liability coverage adequate to meet the Contractor's indemnification obligations under this Request;
 - (ii) Full Personal Injury coverage;
 - (iii) Broad form Property Damage coverage, and
 - (iv) A cross-liability clause in favor of the SAFE.
 - d) The Contractor shall obtain and maintain Professional Liability Insurance coverage in the minimum amount of \$1,000,000.00 combined single limit. Such insurance coverage shall include, without limitation:
 - (i) Contractual liability coverage adequate to meet the Contractor's indemnification obligations under this Request;
 - (ii) Full Personal Injury coverage;
 - (iii) Broad form Property Damage coverage, and
 - (iv) A cross-liability clause in favor of the SAFE.

2. Other Insurance Provisions

- a. As to all insurance coverage required herein, any deductible or self-insured retention exceeding \$5,000 shall be disclosed to and be subject to written approval by the SAFE.
- b. All required Automobile Liability Insurance, Comprehensive or Commercial General Liability Insurance or Professional Liability Insurance shall contain the following endorsement as a part of each policy:

"The Service Authority for Freeways and Expressways is hereby added as an additional insured as respects the operations of the named insured."
- c. All the insurance required herein shall contain the following clause:

"It is agreed that these policies shall not be canceled nor the coverage reduced until thirty (30) days after the Service Authority for Freeways and Expressways ("SAFE") shall have received written notice of such cancellation or reduction. The notice shall be deemed effective the date delivered to the SAFE as evidenced by properly validated return receipt. Such notice shall be sent to: Service Authority

for Freeways and Expressways, 330 Tres Pinos Road Suite C7, Hollister, CA 95023".

- d. The prospective Contractor agrees to provide the SAFE at or before the effective date of any award resulting from this RFP with a certificate of insurance of the coverage required.
- e. All required insurance policies shall be endorsed to contain the following clause: This Insurance shall not be cancelled until after thirty (30) days prior written notice has been given to:

Service Authority for Freeways and Expressways (SAFE)
Mary Gilbert, Executive Director
330 Tres Pinos Road, Suite C7
Hollister, CA 95023

The Contractor agrees to provide its insurance broker(s) with a full copy of these insurance requirements and provide the SAFE on or before the effective date of this contract Certificates of Insurance for all required coverage. By submitting a Proposal, the proposing Respondent agrees to provide the insurance specified in Paragraph 3.18 of this RFP.

3.19 Pre-Award Conference

If requested, successful Respondent(s) shall meet with the SAFE representatives prior to the Award of Contract to review the specifications and finalize the initiation of the proposed contract.

3.20 Execution of Agreement

Upon successful reference checks, evaluations and receipt of all required documents, the agreement must be executed by both parties. The successful Respondent will be expected to enter into the agreement appended as Exhibit G to this RFP, with other terms and conditions specified in this RFP incorporated therein. No modifications to the general terms and conditions of the standard contract appended as Exhibit G to this RFP will be considered, except as specified in this RFP. Submittal of a Proposal shall constitute concurrence with the terms and conditions set forth in the SAFE's standard contract and in this RFP.

3.21 Cost of Service

The SAFE reserves the right to negotiate the proposed cost with the successful Respondent prior to contract signing. Agreed to costs and cash discounts are to be firm through the end of the contract term. Upon renewal, rates may be adjusted by mutual agreement. Any subsequent cost increase will be no more than the change in the Consumer Price Index for the San Francisco, Oakland and San Jose, CA area for the twelve (12) months preceding the agreement's expiration date. However, in the case of an announced cost decrease, such decrease shall be passed on to the SAFE.

~ END SECTION 3 ~

SECTION 4.**SCOPE OF WORK****4.1 General Description**

The San Benito County Service Authority for Freeways and Expressways, hereinafter referred to as "SAFE", is soliciting proposals from qualified Contractors to maintain its Emergency Call Box Program, *Attachment A: Call Box Locations*. Contractors may propose modifications, as they deem appropriate, to the Scope of Services, to expand any of the tasks mentioned below and/or to propose additional tasks.

Contractors shall provide a plan for the maintenance and improvements of the call box system. The SAFE system requires maintenance repairs and other related fieldwork to ensure the proper functioning and appearance of the call boxes.

4.1. (A) Prior to Start of Work

The Contractor shall facilitate at its own cost 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 shall start transferring the call boxes, with no system interruptions, to their system at the start of contract period and have all call boxes transferred to their system within one month of the contract award date. Once a call box is transferred to their system, Contractor shall start any repairs on the call boxes and sites with the appropriate staffing levels and materials necessary. It is the responsibility of the Contractor to account for repairs that may not be completed or have not been started by the previous maintenance Contractor. The call box system will be handed over to the Contractor in an "as-is" condition.

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, 4.1 (A.) Prior to Start of Work, is not completed in all respects and requirements within the time called for in this section, damage will be sustained by SAFE. It is agreed that the Contractor will pay SAFE the sum of \$100 as liquidated damages for each and every calendar day delayed 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 the contract.

4.1. (B) Work to be Done

Contractor shall perform all work necessary to maintain the SAFE Call Box System in a satisfactory manner including replacing and adding specified equipment, completing site retrofits and providing necessary support to designated cellular service Contractors and the CHP call answering center to ensure performance of call boxes in accordance with the Call Box Requirements stated in *Attachment B: Call Box Requirements; Appearance, Functionality and Equipment*. All work shall be performed in compliance with the following:

- CHP/Caltrans Call Box and Motorist Aid Guidelines (Copies are available upon request from the SAFE Program Manager)
- Americans with Disabilities Act (ADA) of 1990 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 Number 82-04) and Caltrans Encroachment requirements.

No tasks under this RFP shall be performed by a subcontractor without the written approval from SAFE's Executive Director. Contractor shall furnish all materials, equipment, tools, labor and incidentals necessary to complete the services for the specified flat fee.

4.1. (C) Plans and Specifications

Contractor shall keep at its field office a copy of all plans and specifications to which SAFE shall have access 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) shall also be kept by Contractor and be available for review by the SAFE or SAFE designated representative. Any call box specification plans that the successful Contractor does not have, shall be created by Contractor as part of an administrative task that may be facilitated by SAFE.

4.1. (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 the cost of the Contractor.

4.1. (E) Materials and Workmanship

All materials, parts and equipment furnished by Contractor shall be of high grade and free from defects. Call boxes shall not be replaced with others of lesser quality as measured by paint brightness, and aluminum and/or coating integrity. 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 the SAFE Project Manager's or a designated representative's approval. Contractor shall be responsible for storing and maintaining materials in a manner that preserves their quality for future use.

4.1. (F) Labor

The work under this contract is considered "public work," and therefore pursuant to Section 1700, and following, of the California Labor Code, the Contractor shall pay not less than the prevailing rate of per diem wages. The Contractor shall also keep an accurate certified payroll record in accordance with requirements set forth in Section 1776 of the Labor Code of the State of California and these contract documents.

Only qualified workers shall be employed for tasks under this Agreement. Any person found by SAFE to be incompetent, disorderly, working under the influence of alcohol or controlled substances, unsafe or otherwise objectionable shall be removed by the Contractor and not re-employed for services under the contract resulting from this RFP. Contractor shall enforce strict discipline and good order to ensure that all work is carried out in with due diligence.

4.1. (G) Inspection

All performance (including services, materials, supplies, and equipment furnished or utilized) shall be subject to inspection and approval by the SAFE. Any SAFE authorized representative shall have access to the field office.

4.1. (H) Condition of Site

Throughout the term of the Contract, Contractor shall keep call box sites clean and free of rubbish and debris (including pad material). All unneeded materials and equipment shall be removed from the call box site immediately or as soon as the materials, tools, and equipment are no longer needed.

4.1. (I) Reuse of Parts

Contractor shall reuse parts that have been damaged or replaced assuming Contractor has repaired the parts, and ensures that functionality is not degraded and the integrity of the component is not compromised. 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 contractor during the term of the

contract. Site material that is not usable, including, but not limited to, handrails and pads will be disposed of at the cost of the contractor.

4.1. (J) Reverse 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 to fulfill the requirements of this Scope of Work. Replenishing the call box equipment stock is the sole responsibility and at the cost of the Contractor.

4.1. (K) Storage of Materials

Contractor shall be responsible for storing and maintaining materials in a manner that preserves their quality and fitness for future use. Contractor shall store any SAFE owned call box housings, electronics, poles, and other appurtenances either within their warehouse or within a SAFE designated storage facility. Contractor shall be responsible for organizing SAFE owned supplies in an appropriate manner separate from Contractor's reserve inventory and may be requested to secure additional storage space should it be needed. Contractor shall relinquish any and all remaining SAFE owned materials upon termination of this contract to SAFE.

4.1. (L) Communication

Contractor shall ensure that the lead field technician and staff have the necessary communication devices for interacting efficiently with the SAFE Project Manager, other designated representatives, and partner agencies. The devices to be provided by the Contractor must include, but are not limited to a cell phone, office phone, fax machine, and email services with the capability to send and receive electronic files.

4.1. (M) End of Contract

Contractor shall facilitate at its own cost 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 system 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 this contract and shall protect and save harmless SAFE from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced because of the necessity of working with the new Contractor to transfer the call box maintenance work.

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, M. End of Contract, 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/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 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 the Contractor under the contract.

4.2 Call Box Maintenance

4.2 (A) Maintenance System

All SAFE call boxes shall be monitored by a maintenance system, which shall be compatible with the SAFE call box communication devices. A maintenance system is currently in place to monitor SAFE's call box system whose information may need to be transferred to Contractor's maintenance system. SAFE is responsible for obtaining all call box data and providing it to the successful Contractor. 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 Contractor. All such data including newly inputted data related to the tasks performed by the selected Contractor shall be turned over to SAFE at the termination of the contract resulting from this RFP.

All SAFE 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 check-up. Contractor's maintenance system shall be compatible with SAFE's call box communication devices. It is the 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 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 2 working days. 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. SAFE recognizes that the maintenance system hardware and software developed prior to the acceptance of this project is the property of Contractor. SAFE retains ownership of all files containing call box related data provided to the Contractor and software developed by Contractor for the exclusive use of SAFE and its call box system for the purpose of this project. All such data and software shall be turned over to the SAFE at the termination of the contract.

The Contractor will 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 *Attachment C: Maintenance System Specifications*. 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 SAFE project manager. Contractor shall provide the SAFE Project Manager, immediately after award of contract, the layout of the Call Box System Database and to determine appropriate access for SAFE Project Manager and its designated representatives.

In addition, *Attachment C: Maintenance System Specifications* 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;

-
- Description of all other site work listed in Section III which includes Task C through Task H. 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.

Contractor shall furnish its own digital camera, GPS devices, and 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 SAFE project manager.

4.3 CALL BOX MAINTENANCE TASKS

Contractor shall perform the following eight (8) specific tasks (A-H) routinely throughout the term of the contract resulting from this RFP. 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 the call box components are broken off and in the way of traffic.

4.3 (A) Corrective Maintenance

Contractor shall perform corrective maintenance as needed on all call boxes to maintain the Call Box Requirements listed in *Attachment B: Call Box Requirements: Appearance, Functionability and Equipment*. 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, Contractor shall determine the cause and if due to general failure of the call box, 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. Contractor shall provide management and field staff sufficient to perform repairs on call boxes within the established time periods. Should the Contractor not be able to meet this specified timeframe, Contractor must notify SAFE project manager in writing and the reasons why such repairs shall be delayed.

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. If a call box pedestrian pad becomes inaccessible (i.e. cracks, etc.), 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, Task A Corrective Maintenance.

Corrective Maintenance, 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/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 as liquidated damages for each and every 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 the Contractor under the contract.

4.3 (B) Preventive Maintenance

Contractor shall perform the following preventative maintenance task necessary to keep call boxes clean and operational. Call boxes with adjunct devices shall be maintained similarly. Contractor shall report to the SAFE 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 the SAFE Project Manager or its designated representatives and shall be addressed by Contractor preventative maintenance visits.

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. Contractor shall replace or repair any such defective enclosures in a timely and satisfactory manner. 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. Contractor shall receive approval from the SAFE Project Manager prior to proceeding with replacement.

Contractor shall perform the following preventive maintenance tasks four (4) times a year, in three-month intervals starting in March to keep call boxes clean and operational. The preventive maintenance activities for all call boxes shall include, but are not limited to the tasks outlined in *Attachment D: Preventative Maintenance Activities*. Contractor shall submit a report to the SAFE Project Manager of the tasks addressed while performing preventive maintenance within a week of performing the maintenance. 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 *Attachment E: Call Box Types and Conditions* of this RFP to the SAFE Project Manager.

Deliverables:

- Maintenance Report for the 40 call box locations in accordance with *Attachment D: Preventative Maintenance Activities*.

4.3 (C) Knockdown and Vandalism Repairs

Knockdown 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 the Contractor. Knockdowns and vandalism shall be reported to SAFE within 24 hours of the incident. 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. Contractor shall salvage any or all parts of the damaged call box as long as the integrity of the component is not compromised.

If damages are reported by 0800 hours on a workday, 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, Contractor shall have the call box back in service by 1700 hours on the following workday. If foundation work is required, 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. The SAFE Project Manager shall notify 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 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, VI. Knockdown and Vandalism Repairs, 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/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 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 the contract.

4.3 (D) Temporary Removals

At the request of SAFE, 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 SAFE call boxes. Whenever possible, SAFE will give two (2) weeks' advance notice to Contractor of upcoming temporary removal. In special cases, removals may be required immediately.

SAFE retains ownership of call boxes authorized for removal, and Contractor shall store removed boxes at their location and make all removed call boxes available for reinstallation at any time. Contractor shall coordinate the removal, de-activation of long term temporary removals, and storage of call boxes as requested by Caltrans or the SAFE Project Manager. 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 the Contractor. Some call boxes may be temporarily removed for several months, depending on the nature of the construction project.

4.3 (E) Reinstallation/Relocation

Once the construction project is complete and the call box removal is no longer needed, Contractor shall coordinate reinstallation and deferred installation tasks including permitting, site approval, installation, and reactivation. 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, Contractor shall notify the SAFE Project Manager and CHP immediately, and shall reflect changes in the maintenance system. Contractor shall have the call box back in service within three (3) weeks of when Contractor is notified of reinstallation. Some construction projects may cause the call box to be permanently inaccessible. In such cases, Contractor shall recommend relocation of the call box to the SAFE Project Manager for approval.

4.3 (F) Permanent Removal

At the request of SAFE, Contractor shall remove call boxes permanently from the system. 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.

4.3 (G) Special Projects

Contractor may be requested to conduct special projects throughout the term of the contract. Projects may include but are not limited to: installation of new call boxes for SAFE. All tasks under this Section will be initiated through a SAFE-issued purchase order.

4.3 (H) 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 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 SAFE Project Manager immediately and have the call box bagged until call box is fully operational.

4.4 CALL BOX SITE IMPROVEMENTS

The Americans with Disabilities Act (ADA) of 1990 set forth guidelines for accessibility to places of public accommodation and commercial facilities by individuals with disabilities.

All work done under this task shall be performed in compliance with the following:

- CHP/Caltrans Call Box and Motorist Aid Guidelines (Copies are available upon request from the SAFE Program Manager)
- Americans with Disabilities Act (ADA) of 1990 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 Number 82-04) and Caltrans Encroachment requirements.

4.4. (A) Initial Site Inspection

Prior to commencing Corrective Maintenance work outlined in Task 4.4 (A), the Contractor shall visit the existing sites and determine if the proposed retrofit solutions will comply with the above-mentioned requirements.

The Consultant shall performed a site survey cataloging the physical state of all 40 call boxes in the system, further described in *Attachment E: Call Box Type and Condition* to this RFP. These site improvements may include, but are not limited to site conversions, pad replacements, and path installations. Site inspections with the Program Manager or its designated inspector 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 SAFE of proposed changes to the site retrofit solutions as outlined in *Attachment E: Call Box Types and Condition* and any changes will be approved and confirmed in writing by SAFE Program Manager. Digital photos showing the site locations and/or site inspections with the Program Manager or its designated inspector shall be submitted to assist the discussion. Contractor is responsible for obtaining all necessary permits, lane and shoulder closure approvals, and traffic control to complete specified work.

4.4 (B) Specific Site Improvement Descriptions

All site retrofit work under the identified in task shall be completed within 6 months of start of contract or Caltrans permit approval, unless otherwise approved by Project Manager. 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 requirements within the allotted time. Call box sites requiring improvements shall fall into one of the types identified in *Attachment F: Specific Site Improvement Descriptions*.

Deliverables:

- Project schedule to the Project Manager prior to beginning.
- Exhibit 10 with completed information.
- Photos of proposed retrofits.
- An inventory of existing equipment shall be submitted to SAFE.

4.5 ADMINISTRATIVE

Over the term of the contract, the Contractor shall be responsible for the administrative tasks detailed below in order to perform maintenance tasks. These administrative tasks shall be compensated at a fixed rate to Contractor on a monthly basis.

4.5 (A) Meetings, Field Surveys, and Correspondences

Contractor shall attend meetings and conduct field surveys that relate to the call box system as requested by the SAFE Project Manager. Contractor shall respond to written and email submitted by SAFE Project Manager or its partners in a timely manner. Correspondences with the CHP call answering center, cellular service provider and other SAFE Contractors may be required to resolve issues related to the call box system. At the reasonable request of the SAFE 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 Contract.

Deliverable(s):

- Kick-off meeting with SAFE Project Manager within two weeks after award of contract
 - 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
- Timely monthly invoicing and progress summary
- Project documents, reporting, and correspondence
- Inventory of San Benito SAFE's call box supplies
- Plans, drawings, maps, and other documents may be provided by the Contractor to SAFE at no additional cost to SAFE.

4.5 (B) Monthly Call Box Usage Reporting

Contractor shall provide SAFE with monthly call box usage reports, on the **tenth day** of each month, detailing the items in *Attachment G: Call Box Usage Report*. At the request of the SAFE Project Manager. Contractor shall be responsible for obtaining this information from SAFE's call box wireless contractor (Verizon Wireless) and its land line provider PG&E.

Deliverable(s):

- Monthly Call Box Usage Reports

4.5 (C) Maintenance System Management

Contractor shall maintain and frequently update the call box maintenance system to reflect changes in site location, site type, etc. If any changes occur, a database containing the current system's specifications shall be sent to the SAFE Project Manager by the second Monday of the corresponding month. The Report must be in a Microsoft Excel® spreadsheet. Contractor shall also maintain an accurate, up-to-date database containing information on the entire call box system.

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. Contractor shall furnish their own digital camera 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:

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, date and time work completed (if different from the first visit), and description of work performed;
2. 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;
3. 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 Contractor with prior written approval from the SAFE Project Manager. At the request of the SAFE Project Manager, additional information in the Call Box System Database may be added or unnecessary information deleted.

End of Exhibit 1
~ END SECTION 4 ~

~ END SECTION 4 ~

SECTION 5. OFFICIAL PROPOSAL FORM

The undersigned offers and agrees to furnish all work, materials, supplies, equipment and other incidentals required to complete the services subject to this Request for Proposals, for the costs stated and in conformance with all requirements, conditions and instructions. All hours are approximate and there is no guarantee that all hours will be met. No minimum or maximum hours apply to the resulting contract. The respondent is to consider the estimated number of hours as only a ball park figure based on prior history for the same services.

Complete the following Exhibit A including costs of services as shown. Please note any deviation from the hourly charge and indicate the number of hours needed to complete each task.

Have you complied with all specifications, requirements, terms and conditions of this RFP?

Yes No

A "no" answer requires a detailed explanation giving reference to all deviations to be submitted on company letterhead in attachment form. All exceptions must reference the RFP paragraph and section number followed by an explanation

Is a Solid Waste Diversion Plan needed for these services?

Yes No

If you are the successful Respondent, will you extend costs quoted to the County of San Benito to other municipalities, districts or jurisdictions (political subdivisions)?

Yes No

If discounts quoted herein are offered to other political subdivisions, additional delivery charges if any, must be negotiated between that political subdivision and the Supplier.

Executed in _____, California, on _____, _____

Signature _____ Title _____

Print Name _____

Name of Company _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Date _____

I declare under penalty of perjury that I have not been a party with any other Respondent to offer a fixed cost in conjunction with this Request for Proposal.

~ END SECTION 5 ~

EXHIBIT B—ACKNOWLEDGMENT OF ADDENDA FORM

_____ (Respondent or Proposed Subcontractor Business Name)

hereby acknowledges receipt of all Addenda through and including:

Addendum No. _____, dated _____.

Authorized Representative Name and Title: _____

Authorized Representative Signature: _____

Date _____

END OF EXHIBIT B

EXHIBIT C—CUSTOMER REFERENCES

List and submit with this Proposal four (4) customer references, two (2) of which should be in the San Benito County area, for whom you have furnished similar product or services.

1. Company Name: _____

Address: _____

Contact Person: _____

Telephone No.: _____

2. Company Name: _____

Address: _____

Contact Person: _____

Telephone No.: _____

3. Company Name: _____

Address: _____

Contact Person: _____

Telephone No.: _____

4. Company Name: _____

Address: _____

Contact Person: _____

Telephone No.: _____

END OF EXHIBIT C

EXHIBIT E—NON-COLLUSION DECLARATION

TO BE EXECUTED BY RESPONDENT AND SUBMITTED WITH THE PROPOSAL

I, _____, am the
Name
_____ of _____,
Position/Title Company

the party making the foregoing Proposal that the Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Proposal is genuine and not collusive or sham; that the Respondent has not directly or indirectly induced or solicited any other Respondent to put in a false or sham Proposal; and has not directly or indirectly colluded, conspired, connived, or agreed with any Respondent or anyone else to put in a sham Proposal, or that anyone shall refrain from responding; that the Respondent has not in any manner directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Proposal price of the Respondent or any other Respondent, or to fix any overhead, profit, or cost element of the Proposal price, or of that of any other Respondent, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the Proposal are true; and, further, that the Respondent has not, directly or indirectly, submitted his or her Proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, Proposal depository, or to any member or agent thereof to effectuate a collusive or sham Proposal.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

Date

Signature

END OF EXHIBIT E

EXHIBIT F—FEE SCHEDULE

Standard hourly rate of scheduled services: _____.

Non-Standard hourly rate for scheduled services, if applicable: _____.

	Service	Weekly Cost	Monthly Cost	Annual Cost
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				

Total overall cost for services identified: _____

END OF EXHIBIT F

EXHIBIT G—STANDARD CONTRACT

The following is a copy of the Standard Contract used by the SAFE for contracting with consultants or individuals for professional services. This document shall serve as the basis for a contract with the successful consultants (s) or individual(s). *Respondents should not respond to this RFP if they cannot agree to the standard contract terms and conditions.*

The Service Authority for Freeways and Expressways ("SAFE") and _____ ("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 _____, and end on _____ 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:

Title:

Address:

SIGNATURES

APPROVED BY CONTRACTOR:

Tony Boch, SAFE Chair

Chair

Date:

Name:

Title:

Date:

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office

By:

Shirley L. Murphy, Deputy County Counsel

Date:

ATTACHMENT A
Scope of Services

This section has been intentionally left blank as the scope of services will be provided following selection of a qualified Respondent.

~ 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 \$ _____.

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)

CONTRACTOR shall invoice monthly at an hourly rate for services rendered pursuant to B-4 and of this Contract. CONTRACTOR shall provide a monthly progress report as a part of the monthly invoice which tracks tasks specified in Section 4, Scope of Services, with services completed by 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.

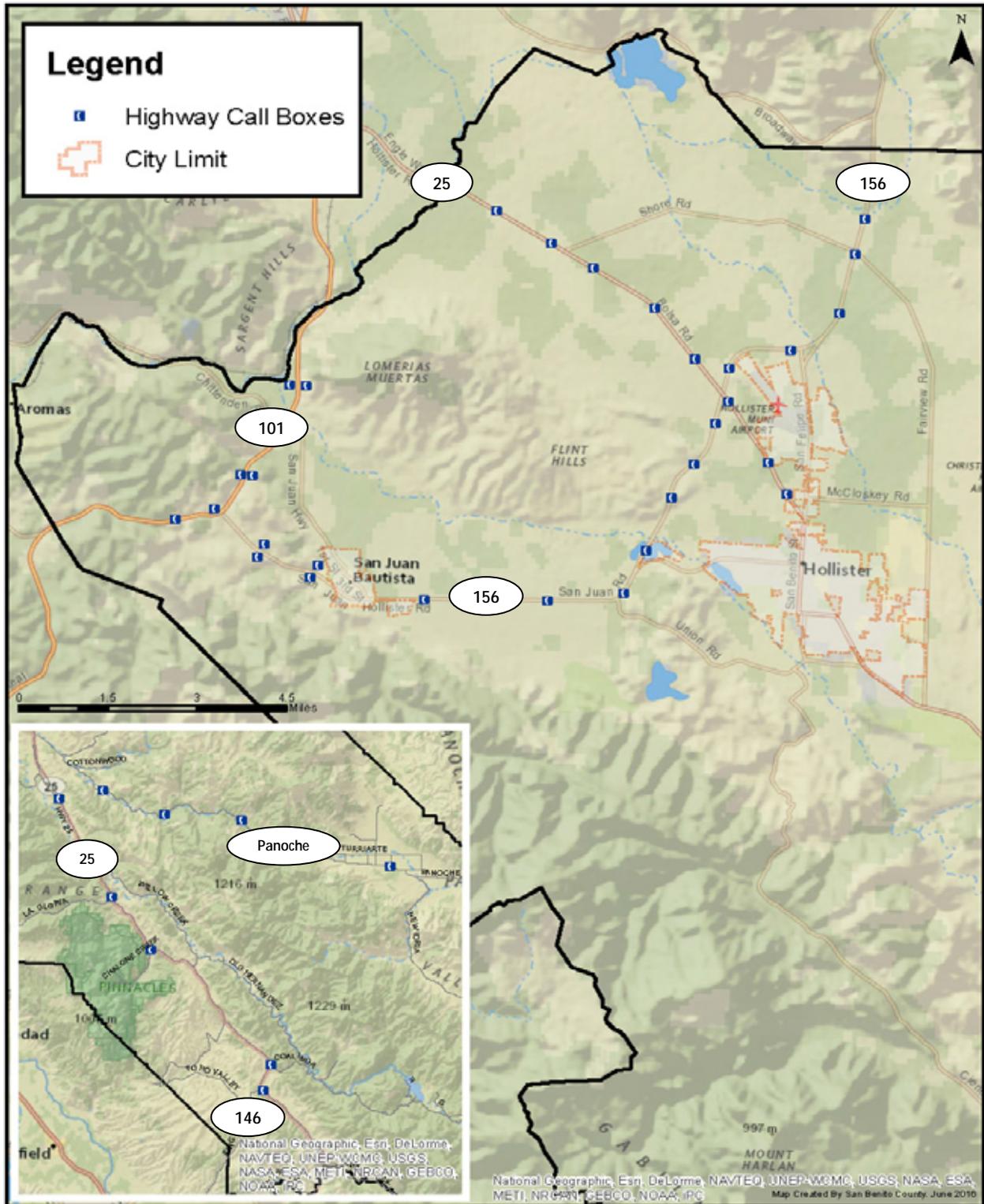
~ END ATTACHMENT C ~

END OF EXHIBIT G

END OF SECTION 6

SECTION 5. Attachments

ATTACHMENT A
CALL BOX LOCATIONS



**ATTACHMENT B:
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.

Requirements Comments
OPERATIONAL REQUIREMENTS
Handset sits in cradle properly
Ringling is heard
Full duplex communication is established
Audio quality good
Location data verified by CAC
Sign Number verified with CAC
Phone number verified with CAC
Terminate command received by call box
TTY buttons initiate call
TTY display is visible
TTY Lite initiated/terminated
Keys provide feedback
VISUAL REQUIREMENTS
Call box orientation correct
Outer door functions properly
Housing parts and face plate secure
Pole secure in ground
User instructions attached
Handset retaining mechanism functions
Handset cable armored
Anti-theft label attached
Weep hole clear
Handset is hearing aid compatible
Tamper-proof hardware used on solar panel
Solar panel hardware secure

ATTACHMENT C
Maintenance System Specifications

Item	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 Number)	✓	✓	
User Telephone Number (Dispatch Center Number)	✓	✓	
Alarm Telephone Number	✓	✓	

**ATTACHMENT D
PREVENTIVE MAINTENANCE ACTIVITIES**

Date Completed:			
No.	Task	Meets Standard (Yes/No)	Notes
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.	Replacement or addition of outdated, damaged, or missing instruction placards and vandalism;		
4.	Removal of items not part of call boxes, 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:		
7.	Removal of faceplate (as necessary);		
8.	Performance of test calls;		
9.	Checking outer door, handset and illumination for proper operation;		
10.	Checking call connect light;		
11.	Checking hook switch; and		
12.	Checking cellular antennae and cable. Minor cleaning of the surrounding area of the call box (includes minor pruning, pulling of weeds and debris removal);		
13.	Visual inspection of the solar panel orientation and cleaning of the solar panel collecting surface;		
14.	Testing of the TTY screen for brightness and legibility and testing of the TTY keyboard for functionality and keeping both clean.		
15.	Inspection and repair of the pedestrian pad for ADA compliance;		
16.	Inspection of path for wear and tear or vandalism.		

**ATTACHMENT E
CALL BOX TYPES AND CONDITION**

Sign Number	Current Site	Current Site Type	Site Change (Site Type)	Pad Replace Y/N	Path (Length) IN FEET	Relocate (location) Y/N	Comments
ST-025-0073	@ SR 25 AND KING CITY RD						
ST-025-0094	SR 25 AT COALINGA						
ST-025-0264	CDF STATION ON SR 25						
ST-025-0349	INTERS SR 25 & OLD AIRLINE HWY						
ST-025-0522	SAN FELIPE RD.						
ST-025-0527	PARK & RIDE LOT .4 MI N/O BRIGGS						
ST-025-0538	.2 MI S/OF HWY 156						
ST-025-0548	3/4 MI N/OF HWY 156						
ST-025-0558	.8 MI N/O HUDNER LANE						
ST-025-0573	2.1 MI N/O HUDNER LANE						
ST-025-0583	.25 MI N/O SHORE RD						
ST-025-0592	4.0 MI N/O HUDNER LANE						
ST-101-0022	.5 MI N/O ROCKS RD						
ST-101-0023	.5 mi north of rocks Rd						
ST-101-0038	.9 MI N/O 101/SR 156 SPLIT						
ST-101-0039	2.5 MI S/O BETABEL RD						
ST-101-0058	1.2 MI N/O 101/SR 129 SPLIT						
ST-101-0059	.2 MI S/O BETABEL RD						
ST-146-0152	AT JXN OF SR 146 AND SR 25						
ST-156-0003	PR LOT AT HWY 101/156 JXN						
ST-156-0008	1.0 MI E/O HWY 101						
ST-156-0009	1.0 MI E/O HWY 101						
ST-156-0018	2.0 MI E/O HWY 101						
ST-156-0019	2.0 MI E/O HWY 101						
ST-156-0042	500' E/O MISSION VINEYARD RD						
ST-156-0062	.6 MI E/O BIXBY RD						
ST-156-0072	.9 MI E/O FLINT RD						
ST-156-0082	.1 MI E/O 156 BUS INTERSECT						
ST-156-0092	.15 MI E/O MPM						
ST-156-0102	50' E/O MPM						
ST-156-0108	NEAR JXN 156/25						
ST-156-0119	.6 MI E/O 156/25 JXN						
ST-156-0132	JWO SAN FELIPE ROAD						
ST-156-0154	@ TEQUISQUITO SLOUGH						
ST-156-0164	JWO FAIRVIEW ROAD						
ST-156-0172	.5 MI E/O FAIRVIEW RD						
26-18-05							
27-14-03							
27-20-18							
27-29-11							

ATTACHMENT F. SPECIFIC SITE IMPROVEMENT 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.

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.

Attachment G
Call Box Usage Report Requirements

1. Reporting Period, M/D/YR, start date and end date, total number of days
2. Total Number of Call Boxes
3. Total Calls Primary Answering Point
4. Total Call Time Primary Answering Point
5. Average Call Time Primary Answering Point
6. Average Primary Answering Point Calls per Day
7. Average Primary Answering Point Call Times per Day
8. Average Primary Answering Point Calls per Box
9. Average Primary Answering Point Call Times per Box
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
 - The Contractor shall deliver a report in Microsoft Office Format (Access or Excel), by the 10th of each month, specifying the following call box information for the preceding month:
 - Total number of calls for each box, divided between citizen calls and maintenance calls
 - Total number of calls for each box utilizing the TTY device divided between citizen TTY calls and maintenance TTY calls
 - Average number of call boxes in service during the month.
 - Corrective maintenance activities, knockdown and vandalism repairs and removals/reinstallations

~ END ATTACHMENT G ~

~ END SECTION 7 ~