

STREET LIGHT MAINTENANCE AND REPAIR SERVICES AGREEMENT

This AGREEMENT is made this 28th day of May , 2015, between DC Electric Group, Inc. (SERVICE PROVIDER), a firm specializing in the maintenance of streetlights, and the Marin General Services Authority (MGSA), a Joint Powers Authority operating under the California Government Code, §§ 6500 et seq., established on October 1, 2005.

RECITALS

Whereas, the MGSA is a Joint Powers Authority that was created in 2005 by the Cities, Towns and County of Marin and two Community Service Districts to offer various public services effectively and efficiently throughout the county in a uniform manner with minimal overhead expense. The MGSA is a successor Joint Powers Authority to the Marin Street Light Acquisition Joint Powers Authority (MSLAJPA) which acquired street lights from PG&E in 1986. The MGSA is responsible for ownership, maintenance, re-lamping, and emergency repair services for street and pathway lighting in and for its Member Agencies, including the Cities of Sausalito, Belvedere, Mill Valley, Larkspur, San Rafael and Novato; the Towns of Tiburon, Corte Madera, San Anselmo and Fairfax; the Bel Marin Keys and Marinwood Community Service Districts and the County of Marin. In total the MGSA owns approximately 15,700 lights within the 13 agencies mentioned above.

Whereas, each Member Agency manages and administers the maintenance services for lights within its jurisdiction and selects the level of service applicable in its jurisdiction.

Whereas, the SERVICE PROVIDER must be available 24-hours a day, 7 days a week to provide maintenance services to all the agencies. The work includes, but is not limited to: repair, replacement, adjustment, and maintenance of street light poles, arms, foundations, fixtures, conduit, conductors, and related parts and materials; painting of street light poles; and emergency response.

Whereas, some street lights are on electrical distribution poles that are owned by PG&E and on September 16, 1985, the MSLAJPA and PG&E executed an instrument entitled "Pole Contact and Operating Agreement", (PG&E Contract) which is referred to in this AGREEMENT. It is attached as Exhibit A. The MGSA is the successor entity to that PG&E Contract.

Whereas, the award of this AGREEMENT is not subject to the competitive bidding requirements of the California Public Contracts Code.

Now, therefore the parties agree as follows:

TERMS

The SERVICE PROVIDER shall have the following general obligations:

1. License Classification

The MGSA has determined that at the time this AGREEMENT is executed, the SERVICE PROVIDER shall possess a valid Class C-10 Contractor license and shall continue to possess said license during the term of this AGREEMENT.

2. Prevailing Wage

In accordance with California Labor Code §§ 1770 et seq., the SERVICE PROVIDER shall pay the general prevailing rate of per diem wages to all workers employed under this AGREEMENT.

3. Qualified Personnel

The SERVICE PROVIDER shall have qualified and experienced personnel and equipment available to respond to reports of streetlight outages and diagnose and repair the malfunction within the time requirements outlined in this AGREEMENT. It shall have the ability to maintain the equipment, personnel, and infrastructure necessary to maintain the MGSA's approximately 15,700 street, parking lot and pathway lighting throughout term of the AGREEMENT.

4. Key Personnel

Certain persons are defined to be key personnel whose services were a material inducement to the MGSA to enter into this AGREEMENT, without whose services the MGSA would not have accepted this Proposal. The SERVICE PROVIDER shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of the MGSA. At the time of contract execution, SERVICE PROVIDER will identify Key Personnel. Such personnel shall not be changed without MGSA approval, which approval shall not be unreasonably withheld.

5. Business Licenses

The SERVICE PROVIDER shall obtain and maintain business licenses from each of the MGSA's Member Agencies as required by that Agency throughout the term of this AGREEMENT.

6. Labor Nondiscrimination

The SERVICE PROVIDER shall comply with the requirements of the State of California's Standard Specification Code Section 7-1.01A(4) "Labor Nondiscrimination" under this AGREEMENT.

7. Insurance Requirements

The SERVICE PROVIDER will be required to maintain public liability and property damage insurance with a single combined liability limit of not less than \$5,000,000.00 (including automobile), for bodily injury and property damages as the result of any one occurrence. Such insurance shall be in form satisfactory to both MGSA and PG&E, and shall guarantee SERVICE PROVIDER's performance of its indemnity obligation discussed below, shall be endorsed to name MGSA as an additional named insured, and PG&E as an additional named insured, insofar as this AGREEMENT is concerned, contain a cross-liability clause, and provide that written notice shall be given to both MGSA and PG&E at least 30 days prior to cancellation or material change in the form of such policies or endorsements. Upon request, SERVICE PROVIDER will provide MGSA and PG&E, respectively with duplicate originals of each of said policies and all endorsements to them respectively. It is acknowledged that the SERVICE PROVIDER may desire public liability and property damage

insurance with limits greater than that desired by the MGSA and provided for in this AGREEMENT. The SERVICE PROVIDER shall be entitled to place such additional public liability and property damage insurance into effect, as the SERVICE PROVIDER alone may determine subject to SERVICE PROVIDER paying and satisfying all obligations for premiums arising from such additional public liability and property damage insurance coverage.

8. Indemnity Requirements

The SERVICE PROVIDER shall defend, hold harmless, and indemnify MGSA, its consultants, agents, and Board Members, its Member Agencies, and their employees in any actions and from all damages arising out of the acts or failure to act of SERVICE PROVIDER, or its authorized representatives, in the performance of any act or its obligations under the terms of this AGREEMENT. SERVICE PROVIDER shall not be liable for damages which was caused by the sole negligence, or willful misconduct of MGSA or its MEMBERS.

9. Non-Collusion Certification

By submitting a proposal, SERVICE PROVIDER is certifying that it has not directly or indirectly been collusive with any other proposer in the preparation and submission of the proposal. If at any time it shall be found that the SERVICE PROVIDER has, in presenting the proposal, colluded with any other party or parties, said SERVICE PROVIDER shall be liable to the MGSA for any loss or damage which the MGSA has or may suffer as a result of the collusive activity, including, but not limited to, the cost of advertising and awarding a new contract.

10. Contract Bonds

The SERVICE PROVIDER will be required to furnish a Payment-Labor Bond and Maintenance Bond for one year equivalent to not less than the contract value. Should this AGREEMENT be extended per the terms of this AGREEMENT, the Bond required herein shall be extended for the term of the extension of this AGREEMENT equivalent to not less than the contract value of the extension.

11. Pole Contact and Operating Agreement Obligation

The SERVICE PROVIDER shall assume and be responsible for MGSA'S obligation of contribution as set forth at Paragraph 17c of the PG&E Contract, insofar as services to be performed by SERVICE PROVIDER under the terms of this AGREEMENT are concerned.

The SERVICE PROVIDER shall have the following task obligations:

12. General

In general, the work to be done consists of providing preventative and routine street and pathway light maintenance and emergency services for the street and pathway lights within Marin County and keeping and maintaining electronic database (Excel or similar) and maintenance records linkable via GIS. The SERVICE PROVIDER shall have available and readily accessible all required tools, equipment, apparatus, facilities, and material to perform all work necessary to maintain the lighting systems. The SERVICE PROVIDER shall provide qualified personnel to perform regular preventive field maintenance and perform emergency repairs on street and pathway lights in Marin County. The work force of qualified employees shall be sufficient to respond to emergency calls that may be received from time to time and to promptly make temporary and permanent repairs.

13. Meetings

The SERVICE PROVIDER and any of its staff shall be available to meet, when deemed necessary, with Agency staff at a mutually agreed upon time and place to review maintenance activities, operational and timing activities, pending work, estimates, work quality, and any items related to SERVICE PROVIDER's work under this AGREEMENT. After the award of this AGREEMENT, there will be a kick-off meeting with each Agency to identify the key contact person for each local agency and the SERVICE PROVIDER and to review the Scope of Work, terms and any outstanding questions. It is anticipated that there will be a regularly scheduled meeting on a bi-monthly basis to review progress and discuss any outstanding issues. A management staff member of the Company shall also be available to attend periodic Marin Public Works Association (MPWA) meetings as requested by MPWA or MGSA.

14. Routine Maintenance

There will be four (4) separate categories (Levels of Service) of Routine Maintenance. Each Agency within the MGSA will notify the SERVICE PROVIDER of their selected Level of Service prior to within 30 days of execution of this AGREEMENT. The Agency may not select more than one Level of Service within their jurisdiction at any given time. However, each Agency may change their selected Level of Service up to one time per year. The Agency must provide the SERVICE PROVIDER written notice of the change in Level of Service a minimum of sixty (60) days in advance of the change taking effect.

In general, routine maintenance consists of replacing defective parts of street lights, park/ pathway lights, parking lot lights, and other miscellaneous MGSA owned lights, and otherwise maintaining the lights to keep them in full operation. The SERVICE PROVIDER shall repair, replace or otherwise render in good working order any and all defective parts of the street, park and pathway lights as part of the flat rate monthly cost, regardless of the number of Service Requests received at each location, with the exception that those Agencies that select Level of Service D shall pay the unit price when the SERVICE PROVIDER is called out for a service request. The SERVICE PROVIDER shall furnish all tools, equipment, apparatus, facilities, labor, services and materials, and perform all work necessary to maintain in good workmanlike manner all MGSA lights.

When responding to a Service Request for work beyond the scope of that called for under Levels of Service A, B, or C, SERVICE PROVIDER shall provide the first four (4) hours of labor and equipment that would otherwise have been provided for the Service Request at no additional charge. The Service Provider shall charge for the added time and materials per the appropriate unit price(s) shown in Maintenance Rate Schedule or other charge as approved by the Agency.

Safety lighting (where the safety light is on the same pole as a traffic signal), is excluded from this contract.

Level A Routine Maintenance includes repair of a street, parking lot or pathway lights consisting of furnishing a qualified lighting maintenance technician (or technicians) and a service vehicle, removing and replacing any one or combination of lamp, lens, photocell, ballast, or igniter, etc. Also included is removing and replacing damaged or missing street light pole numbers in conformance with PG&E and agency standards.

Level B Routine Maintenance includes the entire Scope of Work that Level A Routine Maintenance includes, plus replacement of the entire lighting fixture at no extra charge to the Agency.

Level C Routine Maintenance includes the entire Scope of Work that Level B Routine Maintenance

includes, plus emergency responses (during both standard and non-standard business hours) and replacement of the entire pole, arm and foundation as necessary due to an accident, or act of God. Replacement due to deterioration is not the responsibility of the SERVICE PROVIDER.

Level D Routine Maintenance represents a minimum level of service. Level D includes the Service Provider performing telephone dispatch services, night time inspections, database management, reporting and being on call for repairs as needed. Level of Service D is to be compensated via combination of a minimal fixed price for the Service Provider being on call and a separate unit price for each service request responded to.

15. Tree Trimming

While on site for the routine repairs, SERVICE PROVIDER shall assist in creating clear visibility of light, by trimming trees/branches/etc. under and around the light up to three feet maximum around the light fixture. The SERVICE PROVIDER shall report to the Agency locations where the three foot clearance appears to be inadequate for allowing light to be seen on the ground and seek approval or direction on additional trimming from the Agency representative.

Requests by Agencies for separate stand-alone tree trimming services are not included in the fixed rate Routine Maintenance service and will be compensated on a time and material basis.

16. Response Time and Liquidated Damages

The maximum response time to repair a malfunctioning or otherwise non-operating street or pathway light shall be seven (7) calendar days. It is understood and agreed that if the SERVICE PROVIDER does not fix the light within seven days, the SERVICE PROVIDER agrees to pay to the Agency, not as a penalty but as liquidated damages, the amount of fifty dollars (\$50.00) per day after the seventh day. This amount is to be deducted from any payment due, or to become due, to the SERVICE PROVIDER.

17. Night Inspections

The SERVICE PROVIDER shall perform night checks during non-daylight hours on arterials and thoroughfares and within business districts within each Agency on a monthly basis and once per calendar year on rural, industrial and residential streets. The SERVICE PROVIDER shall provide personnel equipped for night time detection of inoperative lights. No additional payment will be made for night inspections. The SERVICE PROVIDER shall provide monthly reports to each agency, including tabular and mapped results of the inspections. The monthly reports shall be provided in both a hard and electronic formats, and shall include an automated GPS program, that positively identifies the specific dates, times and locations where the inspections occurred, i.e. (breadcrumbing). The report shall include a list of the outages found, and the dates they were repaired or in progress. The inspection shall also note special circumstances such as occasions where lights may be missing due to knockdowns, or blocked by foliage.

Agencies shall provide the SERVICE PROVIDER with a list of thoroughfares and business districts within each agency as well lights that are programmed to be non-operational during certain times of the night. The List shall include the fixture location and the details regarding the times that the light is programmed to be non-operational.

18. Vandalism

The SERVICE PROVIDER shall only be liable for the repair or replacement of equipment destroyed by vandalism, for up to two repairs per light location within each 12-month period. The SERVICE PROVIDER is not liable for repairing or replacing stolen wire.

19. Shop and Corporation Yard.

The SERVICE PROVIDER shall establish, within sixty (60) days of award of this AGREEMENT, adequate shop and storage facilities within Marin County. This facility shall house the necessary staff, materials and equipment for the lighting maintenance program for the MGSA.

20. Call Center

The SERVICE PROVIDER shall maintain a Call Center staffed by local personnel during the business hours of 8:00 am to 5:00 pm, or as otherwise negotiated and provide a toll free phone number and website to allow the local agencies and general public to make service requests directly to the SERVICE PROVIDER. The Call Center shall have a toll free telephone number that is operational 24 hours a day, 365 days a year. The Call Center shall have trained employees who are intimately familiar with all of the MGSA's Agencies and the SERVICE PROVIDER'S contractual obligations under this AGREEMENT. Call Center staff shall have knowledge of the geography of the Agencies to be able to find the location of the street light equipment and effectively communicate information from the requestors to the SERVICE PROVIDER'S technicians. During times other than regular business hours, the SERVICE PROVIDER's Call Center may utilize an Answering Service, provided that the Answering Service has all the necessary knowledge of emergency procedures relevant to each Agency. The SERVICE PROVIDER shall provide to MGSA its written "Instructions for Emergency Procedures" within 30 days of execution of this AGREEMENT. The Answering Service shall communicate relevant information concerning an emergency, including location and nature of the emergency and expected response time and Technician name and contact number. The individual Agencies may choose to publicly list the Call Center phone number or a SERVICE PROVIDER email for members of the public to directly report outages or standard Service Requests to the SERVICE PROVIDER. Whether the Service Request notification originates from the MGSA, the Agency or a party or person other than an Agency, the Call Center shall provide the same level of service.

21. Inventory (Materials on hand)

The SERVICE PROVIDER shall maintain an inventory, including, but not limited to, lamps, photoelectric cells, poles, fixtures (inclusive of HPS, LED and Induction technology), ballasts, starters, conduit, cable, boxes, covers and related materials suitable to maintain the street light system in accordance with this AGREEMENT. Standard equipment included in this AGREEMENT includes the following:

- Fixtures – Cobra, Town and County, Style King, Lantern, BetaLED, GE LED, LeotekandUS Lighting Induction products.
- Poles – Current Caltrans standard Type 15 singles and double, with mast arms up to 12 feet. 12', 14' and 16 ft. tall spun aluminum tapered poles with a maximum of an 8" triangular base plate, 12' and 16' tall Charleston model poles as manufactured by Holophane; fluted and smooth, non-tapered (painted black or dark green), inclusive of foundations.

Other decorative poles, fixtures or ornaments are excluded from Level of Service A and B flat rate fees. Level of Service C rates include replacing other poles, fixtures or ornaments with the standard

fixtures or poles as listed above as directed by the Agency.

Replacement equipment shall be manufactured by reputable suppliers, such as General Electric, McGraw Edison, Holophane, and are subject to approval by the Agencies.

PG&E owned utility poles (but not the MGSA owned arms and fixtures on those poles) and poles that have traffic signals on them are excluded from this AGREEMENT.

22. Emergency Work

Upon occasion, the SERVICE PROVIDER will be called to respond to accident sites, disconnect power, secure the site for public safety, take down damaged poles or pick up a knocked down light. The SERVICE PROVIDER shall furnish a price for performing this work both during normal working hours and during weekends, holidays, or other off-hours, except for Level of Service C, where emergency response is included in the flat rate. The response time for emergency calls shall be two (2) hours, as these often represent dangers to public safety. The SERVICE PROVIDER shall also furnish a price for reinstalling knockdowns with like materials.

The SERVICE PROVIDER shall cooperate with the respective Agency's Police Department, Fire Department and Public Works Department, and other departments as necessary in cases of emergency

23. New Street and Pathway Light Installations

Upon notification of acceptance by the Agency, the SERVICE PROVIDER shall maintain any additional street and pathway lights as they are installed, or become a part of the maintenance requirements of the Agency at the same costs as the existing lights.

24. Warranty

a.) During the period of warranty, of new or existing equipment, the SERVICE PROVIDER is required to make all communications between manufacturer, installing Contractor and the Agency regarding warranty service. The SERVICE PROVIDER shall notify the Agency of any undue delays in response by the manufacturer or installing Contractor and details of each incident. SERVICE PROVIDER shall take all necessary steps to ensure that MGSA and its member agencies benefit from all warranty rights. During said warranty period, the SERVICE PROVIDER shall perform the work described above, per the flat rate unit prices in Schedules A, B, and C, up to a maximum fixture quantity of one percent (1%) in any given Member Agency for the life of this agreement (including all extensions). Any repairs made on any LED or Induction fixture which is no longer under warranty, or for work performed on fixtures beyond said maximum one percent (1%) threshold, shall be compensated via a separate charge for the necessary labor, material, and equipment required for such repair.

b.) The warranty/maintenance period for defects of material, workmanship for material installed, and work performed by SERVICE PROVIDER shall be for a one year period.

25. Extra Work

If requested, the SERVICE PROVIDER shall Locate and Mark, install, modify and/or upgrade street and pathway lights. Locate and Mark services shall be completed within 48 hours of receipt of the request from the member Agency and in compliance with Northern California Underground Service Alert procedures. All additional work shall be performed to the satisfaction of the Agency.

Underground wiring, conduit etc., shall be included in Locate and Mark assignments. SERVICE PROVIDER shall use appropriate equipment to locate and mark known member utilities in the specified work area however marks are not guaranteed and SERVICE PROVIDER shall not be held liable for damages associated with or arising from damaged utilities. The exact location of known member utilities should always be confirmed prior excavation. A minimum of 1 hour shall be charged per Locate and Mark request that requires a site visit; all other Locate and Mark requests, including those which are able to be performed remotely, shall be charged separately at established contract rates.

No additional work shall be commenced or undertaken by the SERVICE PROVIDER unless and until the same is authorized in writing by the Agency. Said written authorization is a condition precedent to the SERVICE PROVIDER's entitlement to reimbursement. Additional work shall be performed in accordance with the Standard Plans and Standard Specifications (current) for the State of California, Department of Transportation and the Agency where the work is being performed. This work shall be performed within a time limit established by the Agency and at the mutually agreed upon price and schedule.

Each Agency shall retain the right to perform any additional work by use of Agency forces or, in the alternative, other company(s).

26. Database

The SERVICE PROVIDER shall develop and maintain an electronic database of streetlight (and related appurtenances, including underground facilities) attributes and maintenance records. Upon execution of the Streetlight Maintenance Contract, the MGSA will provide the SERVICE PROVIDER with an electronic database of each Member Agency's street lighting system. The database will include information such as pole location (address, cross street and GPS coordinates) and type, fixture wattage and type, and repair history. The SERVICE PROVIDER shall maintain and continually update the database as service calls are received and responded to, as lights are added or deleted and as information is obtained. The SERVICE PROVIDER shall coordinate with MGSA, the jurisdiction within which the update applies, PG&E and MarinMap as necessary to provide up to date street light system data. The SERVICE PROVIDER may consult www.marinmap.org which provides the geospatial base for placing GPS data from the inspections as well as the inventory requirement noted above. MarinMap's coordinate system, California State Plane NAD83 HARN, is to be used. As part of the database process, the SERVICE PROVIDER shall develop a GPS survey of each streetlight pole to be geo-referenced to MarinMap's mapping data and included in the database requirement specified herein. The accuracy of the GPS work shall be to the nearest one (1) meter. The existing MGSA database is provided for background use.

The SERVICE PROVIDER shall work with MarinMap and its contractors, as needed, to assist MarinMap in modifying the MarinMap data base, upon receipt of notification of a new or removed streetlight. The SERVICE PROVIDER shall provide the updated information to the stakeholders within ten business days of receipt of the update, regardless of whether the request or update information comes from MarinMap, the effected Agency, PG&E, or the Service Provider themselves. The proposal shall identify how the SERVICE PROVIDER will provide updates to stakeholders.

The SERVICE PROVIDER shall keep separate maintenance records in an electronic format which can be linked to the streetlight database. The maintenance records must have a unique, permanent identification that matches the identification used in the streetlight database.

27. Consultation and Qualifications

At no added expense to the MGSA or Agencies, the SERVICE PROVIDER shall designate representatives in the organization, one of whom shall be available during business hours to the MGSA and its Member Agencies for consultation. This consultation may consist of cost estimates for street lighting repairs, accident damage repairs, and replacement of obsolete or deteriorated equipment, explanations of functional capabilities and recommendations on anticipated changes in the street lighting systems.

The SERVICE PROVIDER shall have access to qualified engineering or technical personnel capable of and available for, maintenance and overhaul work on the street lighting systems. The SERVICE PROVIDER must also have as part of the workforce personnel having a minimum of five (5) years of street light maintenance experience either in Marin County or for a minimum of two (2) in public agencies with a similar number of lights as the MGSA.

28. Reporting

The SERVICE PROVIDER shall furnish complete documentation pertaining to lights worked on by the Company during the last payment period on a monthly basis. The reports shall be in electronic, tabular form (i.e., spreadsheet). The reports shall be created for each Member Agency within the MGSA and shall be sent directly to each Member Agency by the 10th of the month. The SERVICE PROVIDER shall prepare and maintain an easily accessible web-based tracking system which shall provide the data required below and which may be tracked in MarinMap or an agency's local data base. The SERVICE PROVIDER shall develop a tracking system which can be linked to MarinMap, utilizing the unique identifiers for each asset. At a minimum, the monthly reports shall include the following:

1. A call log listing each call, email, fax or internally generated service request received, the name of the caller, if given, the date of the call, the outage or other problem reported by the caller, and the location of the outage or other problem reported by the caller.
2. Number of service requests called in during the period encompassed by the report, the response time and date, and subsequent repair or status of each request.
3. List of service requests outstanding as of the date of such report.
4. Map of monthly GPS tracked night inspection.
5. A current summary of the Agency's streetlight inventory, by fixture type and wattage.

Street Light knockdowns, or other significant issues, such as multiple outages, or dig-ins shall be reported to each Agency within 24 hours of learning of the issue, to receive authorization to repair, or direction on how to proceed.

29. Quality Control Program

The SERVICE PROVIDER shall prepare and maintain a Quality Control Program that addresses both the technical and customer services aspects of the AGREEMENT. At a minimum, the Quality Control Program shall identify a person responsible for the overall timeliness and quality of the street light maintenance services being provided. The Quality Control Program shall provide notice regarding the services performed under this AGREEMENT, responses to calls for service, disposition of service, and quantitative measures of performance. All work performed by SERVICE PROVIDER under the terms of this AGREEMENT shall be accomplished in accordance with industry-wide standards.

The MGSA shall have the following obligations:

30. Compensation for Routine and Preventative Maintenance

In consideration of the furnishing by the SERVICE PROVIDER of the described labor, services, materials and equipment in accordance with all provisions of this AGREEMENT, SERVICE PROVIDER shall be paid by the each Agency within the MGSA on a monthly basis per maintained light at the flat rate cost in accordance with the Proposal Price Comparison at the maintenance level of service selected by each Agency. All existing lights shall be fully operational at the date of execution of this agreement. A complete list of known non-operational lights shall be provided to SERVICE PROVIDER, including description of the known problem. Repairs associated with the aforementioned non-operational lights shall be charged separately at the established contract rates or at agreed upon prices.

In the event that new street or pathway lights are installed, the SERVICE PROVIDER agrees to maintain these lights at the same flat rate and in the same manner as those covered by this AGREEMENT upon written notification from the Agency.

The flat rate for the Routine and Preventative maintenance shall include the services listed in this Agreement and at the level of service selected by the local Agency. Additional work to these items will be done on an as-needed basis either by proposal from the SERVICE PROVIDER or by Work Order from the Agency. All other work and repair required to maintain a fully operational lighting system shall be considered to be included as part of the routine maintenance.

31. Compensation for Extra Work

For Levels A, B, and D Routine Maintenance, each Agency shall pay for repairs under Extra Work when such repairs are made necessary due to damage to the lighting system resulting from vehicular collisions, acts of God, or malicious damage, or for any other reason determined by the Agency. For Agencies that choose Level C Routine Maintenance, there will be no extra charge for the above items.

The SERVICE PROVIDER shall contact the relevant Agency to obtain prior approval before such Extra Work is scheduled, or performed. The SERVICE PROVIDER shall verify invoiced charges, when requested by each Agency, with time cards and material invoices.

Each agency may elect to solicit extra services from the SERVICE PROVIDER per the rate schedule (Attachment 4) in this AGREEMENT. Such extra services shall be conducted and will be evaluated as if they were required services under this AGREEMENT. Timeliness of response and work and accuracy of record keeping, billing and quality of workmanship for extra services shall be judged under the same standards as if that work were required under the AGREEMENT.

32. Rate Price Adjustments

Rates may be reviewed annually by the SERVICE PROVIDER and the MGSA and rate increases may be requested in writing with detailed justification. The maximum increase in labor and/or equipment costs in any calendar year shall be whichever is less: five percent (5%) or the most recent increase in the Consumer Price Index (CPI) for the San Francisco-Oakland-San Jose Region as published by the United States Department of Labor, Bureau of Labor Statistics.

33. Payment and Invoices

Invoices from the SERVICE PROVIDER to the Member Agency shall be submitted no more frequently than once per month. Invoices for Routine Maintenance for the preceding month shall be submitted by the 10th of the following month. Invoices for extra work shall be submitted upon completion and acceptance of the extra work, and under no circumstances more than 30 days after completion of work.

The Agency shall make periodic payments within 30 (thirty) days of receiving and approving an invoice in proportion to the satisfactory completion of the SERVICE PROVIDER'S work. Invoices submitted more than six months after completion of service will be paid at a fifty percent (50%) discount to the Agency.

The Parties further agree:

34. Assignment

MGSA may assign this AGREEMENT to MEMBERS, respectively, as to Equipment situated within the jurisdictions of MEMBERS, respectively. Any assignment shall be in writing.

35. Additional Services

SERVICE PROVIDER may, at the written request of MEMBERS, respectively, perform services other than those set forth in this AGREEMENT and in the Schedules hereto, respectively. Unless agreed to the contrary, such services shall be predicated upon a time and material basis, observing SERVICE PROVIDER's standard time and materials charges at the time of each such performance of services, respectively. Notwithstanding the foregoing, any service described in Exhibit C shall be priced as in Exhibit C.

36. Third Party Beneficiary

Though MGSA has entered into the AGREEMENT with the SERVICE PROVIDER each Agency shall receive consideration by the SERVICE PROVIDER as if that Agency were a distinct and primary client of the SERVICE PROVIDER. Each Agency is a Third Party Beneficiary of this AGREEMENT.

37. Termination

Either party may terminate this AGREEMENT upon 90 days' Notice.

Additionally, in the event MGSA in its sole discretion determines the SERVICE PROVIDER is not meeting any of its obligations under this AGREEMENT it shall notify the SERVICE PROVIDER by email or first class U.S. mail of the failure. SERVICE PROVIDER shall have 14 days to cure the failure and notify MGSA by email or first class U.S. mail of the cure. If MGSA is not satisfied in its sole discretion that the SERVICE PROVIDER'S cure meets its obligations under the AGREEMENT it may terminate the AGREEMENT by giving Notice of Termination by email or first class mail and have no further payment or any other obligations under the AGREEMENT.

38. Liquidated Damages.

Should SERVICE PROVIDER fail to perform an obligation under the terms of this AGREEMENT within the time provided herein, or in the applicable Schedule, as the case may be, the affected MEMBER

as to such default and performance, may retain from the amount next payable by it under the terms hereof, the sum of \$50.00 per fixture, for each day that such failure to perform work continues, provided however, that this Paragraph shall have no application to those situations where an extension of time for performance is given to SERVICE PROVIDER by the Director of the Department of Public Works or the appointed representative of MEMBER. Payment of this amount does not relieve SERVICE PROVIDER from any Tort Liability arising from lack of performance.

39. Contract Term

The term of this AGREEMENT shall be for a one year period ending June 30, 2016 with an option to extend the contract up to two (2) additional two-year terms for a total possible life of five (5) years ending June 30, 2020.

40. Attorneys Fees and Costs

If any party to this AGREEMENT resorts to legal action to enforce any provision of this AGREEMENT, the prevailing party shall be entitled to recover reasonable attorney's fees and costs in addition to any other relief to which it is entitled.

41. Notice

Any requirement of this AGREEMENT for Notice shall be by email or first class mail as follows:

Paul Berlant

MGSA Executive Officer
555 Northgate Drive
San Rafael, CA 94903
pvberlant@comcast.net

Don Caramagno PRESIDENT

DC Electric GROUP, INC.
8023 Gravenstein Highway, South
P.O. Box 7525, Cotati, CA 94931
Tim@DCElectricgroup.com

42. Venue

Venue for any action shall be in the Superior Court of the County of Marin under California law.

43. Entire Agreement

This AGREEMENT contains the entire agreement of the parties with respect to the subject matter of this AGREEMENT. Any previous agreements merge into this AGREEMENT. Any prior agreements, promises or negotiations not expressly set forth in this AGREEMENT are of no force or effect. Any modifications to the AGREEMENT shall be in writing.

EXECUTED the day and year set forth above.

MARIN GENERAL SERVICES AUTHORITY

By Paul
Executive Officer of MGSA

By David J. Byers
Attorney for MGSA

SERVICE PROVIDER

By Don Caramagno PRESIDENT

EXHIBIT LIST

- A. Pole Contact and Operating AGREEMENT (To be Provided)
- B. Street light Maintenance Rate Schedule (Attached)
- C. MEMBER Inventory

EXHIBITS A and B

Attached

EXHIBIT C

LIGHTING INVENTORY BY AGENCY

| Agency | Quantity of Lights | | | | | Current Maintenance Level of Service |
|--------------------------|--------------------|-------------|------------|------------|---------------|--------------------------------------|
| | HPS | LED | Induction | Other | Total | |
| Bel Marin Keys CSD | | 144 | | | 144 | B |
| Belvedere | 157 | | | | 157 | B |
| Corte Madera | 760 | | | | 760 | A |
| Fairfax | 551 | 48 | | | 599 | A |
| Larkspur | 634 | | 142 | 4 | 780 | A |
| Marin County | 296 | 1747 | | | 2043 | B |
| Marinwood CSD | 42 | 245 | | | 287 | A |
| Novato | | 3924 | | | 3924 | A |
| Mill Valley | 213 | 590 | | | 803 | A |
| San Rafael Parking Lots | | | | 217 | 217 | B |
| San Rafael Street Lights | 3588 | 686 | | 113 | 4387 | B |
| San Anselmo | 25 | 482 | 163 | 1 | 671 | C |
| Tiburon | 278 | | | | 278 | C |
| Sausalito | 24 | 488 | | 138 | 650 | A |
| Total | 6568 | 8354 | 305 | 473 | 15,700 | |

Notes:

1. Other = Metal Halide, Mercury Vapor or Incandescent
2. The majority of the Energy Efficiency lights LED or Induction were installed between 2010 and 2013 and typically have a 5 to 7 year full materials warranty.

3. For MGSA streetlights which are located on PG&E poles, the MGSA is responsible for the mast arm, fixture, riser and conductor cable powering the light. PG&E is responsible for the pole.
4. Source: Current Service Provider database, as updated by Agencies