






City of San Juan Capistrano Agenda Report

TO: Honorable Mayor and Members of the City Council

FROM:  Benjamin Siegel, City Manager

SUBMITTED BY: Steve May, Public Works and Utilities Director 

PREPARED BY: Joe Parco, City Engineer 

DATE: May 1, 2018

SUBJECT: Maintenance Services Agreement for Traffic Signal Maintenance Services (Bear Electrical Solutions)

RECOMMENDATION:

1. Approve and authorize the City Manager to execute a Maintenance Services Agreement with Bear Electrical Solutions to provide traffic signal maintenance services for a two year period commencing on July 1, 2018, and ending June 30, 2020; and,
2. Authorize the City Manager to approve and execute up to two optional two-year Agreement extensions based on satisfactory performance of the contractor, with Consumer Price Index based fee adjustments as provided for in the Agreement.

EXECUTIVE SUMMARY:

The City owns and operates 38 traffic signal systems throughout the city that include various combinations of traffic signals; traffic signal controllers, cabinets, and battery backup units; intersection safety lights; lighted crosswalks; and flashing beacons. The current contract for traffic signal maintenance with Econolite Systems, Inc. expires on June 30, 2018. A Request for Proposals (RFP) was released on February 12, 2018, and four proposals were received on March 22, 2018. Based on a staff evaluation of the proposals, along with staff interviews and reference checks, it is recommended that the City Council approve a Maintenance Services Agreement with Bear Electrical Solutions. The proposed Agreement (Attachment 1) is for a two year period beginning July 1, 2018, and ending June 30, 2020, and includes two optional two-year extensions. It is recommended that the City Council authorize the City Manager to approve two optional two-year extensions with unit price adjustments to each additional two-year term based

on the previous year change in the All Urban Consumer Price Index (CPI-U) ending January 31 of the ending year of the agreement.

DISCUSSION/ANALYSIS:

The four proposals received for traffic signal maintenance were evaluated through a qualifications based process, which is consistent with the City's procurement policy. The staff evaluation team consisted of the City Engineer and the Engineering Technician who coordinates traffic signal maintenance. The evaluation criteria included the firms' technical and operational experience, ability to deploy staff in a timely manner, pricing, and experience with other cities and agencies. After the proposal evaluations, staff interviewed the top two firms to discuss specific items such as scope of work, staffing, experience, ability to track work orders and service requests, company operations, and overall firm responsiveness.

Based on the staff evaluation of the four proposals submitted and interviews with the top two ranked firms, staff ranked Bear Electrical Solutions as the highest firm overall. Bear Electrical Solutions has shown the requisite experience, has received very positive comments from references, possesses the technical staff to operate and maintain the City's traffic signal systems, and has provided a competitive cost proposal. The proposals included lump sum fees for the annual routine preventative maintenance and unit pricing for extra ordinary maintenance items of work included in the RFP based on past needs, which will vary from year to year. Following is a summary of the four fee proposals received for the routine preventative maintenance.

Summary of Proposals

Proposer	Annual Routine Preventative Maintenance
Econolite Systems, Inc.	\$26,577
Bear Electrical Solutions	\$27,984
St. Francis Electric	\$29,742
Siemens	\$38,736

FISCAL IMPACT:

The total compensation will not exceed the total amount in the City's operating budgets for Traffic Signal Maintenance and traffic related improvements. The proposed budget for Fiscal Year 2018-2019 will include a total of \$74,400 for annual routine preventative maintenance services and extra ordinary maintenance services as required. Extra ordinary services include traffic signal loop replacements, signal head refurbishments, traffic signal pole knockdowns, and battery backup and signal controller testing.

ENVIRONMENTAL IMPACT:

In accordance with the California Environmental Quality Act (CEQA), the recommended action is exempt from CEQA per Section 15061(b)(3), the general rule that CEQA applies only to activities that would have the potential for causing a significant effect on

the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Traffic signal maintenance services would not be an activity with potential to cause significant effect on the environment, and is therefore exempt from CEQA.

CITY COUNCIL REVIEW:

- On June 21, 2011, the City Council approved a one-year Personal Services Agreement with Team Econolite to provide traffic maintenance services with the option for four additional one-year renewals. The contract was extended using the four additional one-year renewals, which extended the contract to June 30, 2016. (Note: Team Econolite merged with and changed its name to Aegis ITS, Inc. Subsequent to the merger, Aegis ITS, Inc. changed its name to Econolite Systems, Inc.)
- On May 17, 2016, the City Council approved an extension of the Agreement with Aegis ITS, Inc. (Now Econolite Systems, Inc.) to June 30, 2018.

COMMISSION/COMMITTEE/BOARD REVIEW AND RECOMMENDATIONS:

This item did not require commission, committee, or board review.

NOTIFICATIONS:

Bear Electrical Solutions
Econolite Systems, Inc.
St. Francis Electric
Siemens

ATTACHMENTS:

Attachment 1: Maintenance Service Agreement

CITY OF SAN JUAN CAPISTRANO
TRAFFIC SIGNAL MAINTENANCE SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this 1st day of May, 2018 day by and between the City of San Juan Capistrano, a municipal corporation organized under the laws of the State of California with its principal place of business at 32400 Paseo Adelanto, San Juan Capistrano, California 92675 (“City”) and Bear Electrical Solutions, Inc., a California corporation with its principal place of business at 3911 E. La Palma Avenue #A, Anaheim, CA 92807-1719 (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain maintenance services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing traffic signal maintenance services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

2.2 Project.

City desires to engage Contractor to render such services for traffic signal maintenance services (“Project”) as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional Traffic Signal Maintenance services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from July 1, 2018 to June 31, 2020, and may include up to two (2), two (2) year renewal extensions at the City's sole option unless earlier terminated as provided herein. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "A" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

3.2.4 City's Representative. The City hereby designates Joe Parco, City Engineer, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.5 Contractor's Representative. Contractor hereby designates Justin Cataldo, Project Manager, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.6 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8 Period of Performance Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor shall perform the Services in strict accordance with any completion schedule or Project milestones, or which may be provided separately in writing to the Contractor. Contractor agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such completion schedule or Project milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

3.2.9 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Agreement, Contractor shall continue to perform the Services while said dispute is decided by the City. If Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.

3.2.10 Laws and Regulations; Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the

Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Agreement to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10.1 Employment Eligibility; Contractor. By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Contractor shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.2.10 or any of its sub-sections.

3.2.10.2 Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.10.1.

3.2.10.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in Sections 3.2.10.1 or 3.2.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.2.10.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.10.4 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.2.10.5 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.2.10.6 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Contractor shall specifically be aware of the CARB limits and requirements' application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by CARB or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.2.10.7 Water Quality.

(A) Management and Compliance. To the extent applicable, Contractor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency and the State Water Resources Control Board; the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the state.

(B) Liability for Non-Compliance. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Contractor or City to penalties, fines, or additional regulatory requirements. Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result of Contractor's non-compliance with the laws, regulations and policies described in this Section, unless such non-compliance is the result of the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(C) Training. In addition to any other standard of care requirements set forth in this Agreement, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them without impacting water quality in violation of the laws, regulations and policies described in this Section. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in this Section as they may relate to the Services provided under this Agreement. Upon request, City will provide Contractor with a list of training programs that meet the requirements of this paragraph.

3.2.11 Insurance.

3.2.11.1 Time for Compliance. Contractor shall not commence Services under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this Section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this Section.

3.2.11.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. The policy shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 29); or (2) cross liability for claims or suits by one insured against another.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability* \$5,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$2,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease. Defense costs shall be paid in addition to the limits.

(C) Notices; Cancellation or Reduction of Coverage. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or materially reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Contractor or the City may withhold amounts sufficient to pay premium from Contractor payments. In the alternative, the City may suspend or terminate this Agreement.

(D) Additional Insured. The City of San Juan Capistrano, its officials, officers, employees, agents, and volunteers shall be named as additional insureds on Contractor's and its subcontractors' policies of commercial general liability and automobile liability insurance using the endorsements and forms specified herein or exact equivalents.

3.2.11.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37, or endorsements providing the exact same coverage, the City of San Juan Capistrano, its officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Services or ongoing and complete operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) using ISO form 20 01, or endorsements providing the exact same coverage, the insurance coverage shall be primary insurance as respects the City, its officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any excess insurance shall contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the City, before the City's own primary insurance or self-insurance shall be called upon to protect it as a named insured. Any insurance or self-insurance maintained by the City, its officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.2.11.3(A).

(B) Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the City, its officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its officials, officers, employees, agents, and

volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.2.11.3(B).

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Contractor.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days (10 days for nonpayment of premium) prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its officials, officers, employees, agents, and volunteers. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officials, officers, employees, agents and volunteers, or any other additional insureds.

3.2.11.4 Separation of Insureds; No Special Limitations; Waiver of Subrogation. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its officials, officers, employees, agents, and volunteers. All policies shall waive any right of subrogation of the insurer against the City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

3.2.11.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, officers, employees, agents, and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.2.11.6 Subcontractor Insurance Requirements. Contractor shall not allow any subcontractors to commence work on any subcontract relating to the work under the Agreement until they have provided evidence satisfactory to the City that they have secured all insurance required under this Section. If requested by Contractor, the City may approve different scopes or minimum limits of insurance for particular subcontractors. The Contractor

and the City shall be named as additional insureds on all subcontractors' policies of Commercial General Liability using ISO form 20 38, or coverage at least as broad.

3.2.11.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.

3.2.11.8 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.11.9 Reporting of Claims. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Services under this Agreement.

3.2.12 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.13 RESERVED

3.2.14 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B" attached hereto and incorporated herein by reference. The total compensation

shall not exceed the total amount in the City's operating and capital improvement budgets for Traffic Signal Maintenance and traffic related improvements without written approval of the City Engineer. The optional two year renewal extensions, if exercised, will be subject to an adjustment equal to the previous year change in the All Urban Consumer Price Index (CPI-U), ending January 31 of the final year of the Agreement. Contract extensions shall be approved by the City Manager.

Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.5 California Labor Code Requirements.

a. Contractor is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the Services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor’s sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor’s performance of Services, including any delay, shall be Contractor’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the City. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

3.4 Termination of Agreement.

3.4.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5 General Provisions.

3.5.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor:

Bear Electrical Solutions, Inc.
PO Box 924
Alviso, CA 95002-0924

City:

City of San Juan Capistrano
32400 Paseo Adelanto
San Juan Capistrano, CA 92675
Attn: Joe Parco, City Engineer

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.2 Indemnification.

3.5.2.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

3.5.2.2 Additional Indemnity Obligations. Contractor shall defend, with Counsel of City's choosing and at Contractor's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.5.2.1 that may be brought or instituted against City or its officials, officers, employees, volunteers and agents. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorneys' fees and costs, including expert witness fees. Contractor shall reimburse City and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its officials officers, employees, agents, or volunteers.

3.5.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Orange County, California. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

3.5.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.5 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

3.5.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.7 Assignment or Transfer. Contractor shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.8 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.5.9 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.10 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.5.11 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.7, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.13 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.14 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.15 Attorneys' Fees and Costs. If any action in law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing Party shall be entitled to recover from the losing party attorney's fees and costs in an amount determined to be reasonable by a court of competent jurisdiction.

3.5.16 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.17 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.18 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE FOR MAINTENANCE SERVICES AGREEMENT
BETWEEN THE CITY OF SAN JUAN CAPISTRANO
AND BEAR ELECTRICAL SOLUTIONS, INC.**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the 1st day of May, 2018.

CITY OF SAN JUAN CAPISTRANO

Approved By:

City Manager

Date

Attested By:

Maria Morris, City Clerk

Approved As To Form:

for _____
City Attorney

BEAR ELECTRICAL SOLUTIONS, INC.



Signature

Robert Asuncion

Name

Vice President

Title

04/25/18

Date

Exhibit A

Scope of Work

BES



BEAR ELECTRICAL SOLUTIONS

Proposal for Traffic Signal
Maintenance Services



CITY OF SAN JUAN CAPISTRANO

YOUR ENGAGEMENT TEAM

Justin Cataldo *Regional Manager*

Robert Asuncion, TE *Principal*

Jason Hayes *QC / Ops Manager*



March 22, 2018

City of San Juan Capistrano
Public Works and Utilities Department/Engineering
Attn: Mr. Joe Parco, City Engineer
32400 Paseo Adelanto
San Juan Capistrano, CA 92675



RE: RFP for Traffic Signal Maintenance Services

Dear Mr. Parco:

Bear Electrical Solutions, Inc., is excited to propose on the **RFP for Traffic Signal Maintenance Services** for the City of San Juan Capistrano (the City).

At Bear Electrical Solutions, we believe our company is the best maintenance contractor for the City because of two unique factors:

1. We are the 'right-sized' company for San Juan Capistrano that can be responsive to cater to the City's needs from both a field and administrative point of view. We have no parent company to answer to and one phone call is all it takes to talk to a service manager who can make the right decision to help you out.
2. We exist to provide traffic signal maintenance. We focus exclusively on becoming an extension of staff for cities and are proud to be experts in the craft. We proactively go above and beyond to be one step ahead of your needs.

WE EXIST PURELY TO PROVIDE MAINTENANCE SERVICES WITH THE GUIDING PRINCIPLES OF:

Building long - term connections and relationships

Finding innovative and creative solutions to do things better

Remaining nimble and agile to respond to customer's needs.

Our team is fully committed to comply with the procedures identified in the City RFP.

We are currently delivering best in class turnkey maintenance service to over 40 public agencies statewide. We look forward to the opportunity to do that here in the City of San Juan Capistrano.

Our company information is as follows:

Location of Proposed Office of Work: 3911 E. La Palma Avenue #A Anaheim, CA 92807-1719	Local Project Manager Contact: Justin Cataldo (714)363-1843 Justin@Bear-Electrical.com	Company Headquarters: 1341 Archer Street Alviso, CA 95002-0924	Principal Contact: Robert Asuncion, TE (408)449-5178 Robert@Bear-Electrical.com
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Sincerely,

BEAR ELECTRICAL SOLUTIONS, INC.

A handwritten signature in blue ink, appearing to read "Robert Asuncion", is written over the company name.

Robert Asuncion, TE
Vice President



Table of Contents

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Executive Summary

Bear Electrical Solutions, Inc. (BES) is a California licensed (#982079) Class A, C-10, C-31, & D-31 electrical contractor. Michael Peters, Andrew Bader, and Robert Asuncion founded BES in 2013 to deliver the best traffic signal and streetlight maintenance service possible to California. Having worked on both the public and private sector side of this niche industry for over 19 years, Robert Asuncion saw the need for an innovative and responsive company to step up and serve. To complement his core strengths, he teamed up with Michael Peters, who had 25+ years construction operations experience and Andrew Bader, who had 15+ years finance experience to form a well-rounded executive team. In the past five plus years our vision has come to fruition and we have emerged as the leading traffic signal and streetlight maintenance provider in California. We were recently recognized by the Silicon Valley Business Journal as the 9th fastest growing private company in Silicon Valley.

At Bear Electrical Solutions, we believe our company is the best maintenance contractor for the City because of two unique factors:

1. We are the 'right-sized' company for San Juan Capistrano that can be responsive to cater to the City's needs from both a field and administrative point of view. We have no parent company to answer to and one phone call is all it takes to talk to a service manager who can make the right decision to help you out.
2. We exist to provide traffic signal maintenance. We focus exclusively on becoming an extension of staff for cities and are proud to be experts in the craft. We proactively go above and beyond to be one step ahead of your needs.

Conflict of Interest

Bear Electrical Solutions, Inc. and its employees do not have any financial, business, or other relationships with the City that may have an impact on the outcome of the project required for performance.

Required Statements

- This proposal shall remain in effect and valid for 90 days from the date of submittal.
- The Bear Electrical team has examined and is familiar with the RFP, its terms and conditions and accepts and will comply with the requirements, terms, and conditions as outlined.
- As communicated in this RFP response, Bear Electrical has the necessary experience, knowledge, abilities, skills and resources to satisfactorily finance and complete this project.



Qualifications and Experience

Firm Qualifications

BES has been an established traffic signal maintenance service provider for over five years and currently services a total of 41 agencies where (5) agencies are in the Southern California market.

Our Southern California office located in Anaheim has been operational for over two years and will be the dedicated office of work for the City of San Juan Capistrano.

BES' size, capability, and capacity is summarized in Table 1.0 below.

Table 1.0 – Summary of BES's company, size, capability, and capacity.

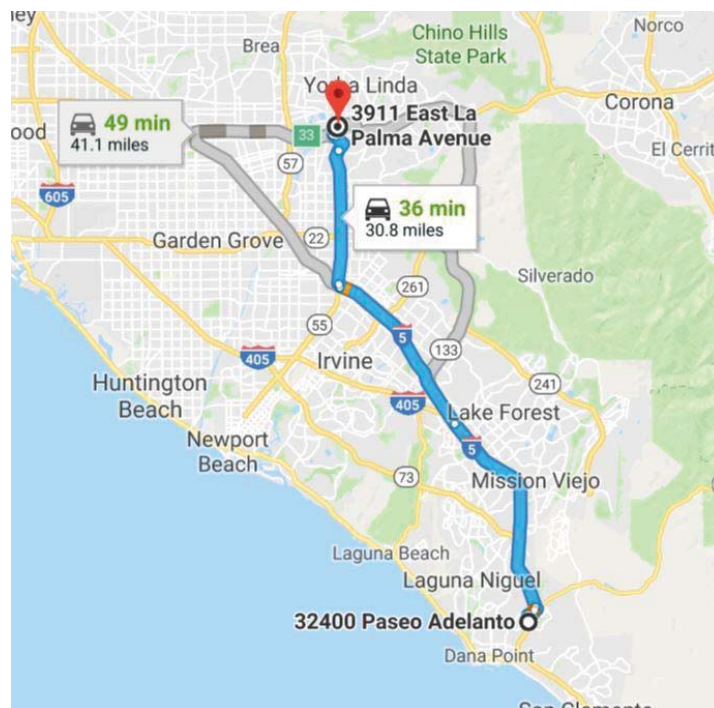
Company Name	Bear Electrical Solutions, Inc.					
Years in Operation	5.25					
Licenses & Certification	California Contractor's License Board NO. 982079	Class A - General Engineering				
		Class C-10 - Electrical (High Voltage)				
		Class C-31 - Work Zone Traffic Control				
		Class D-31 – Pole Installation & Maintenance				
	No.	Address	Warehouse	Testing Lab		
Total Offices	3	1341 Archer Street, Alviso, CA 95002-0924	X	X		
		1513 Sports Drive, Sacramento	X	X		
		3911 E. La Palma, Anaheim	X	X		
		Office Admin	Electricians/App	Laborers	Mechanic	Warehouse
Total # of Employees	43	10	22/3	5	1	2
Total # of Employees Servicing (San Juan Capistrano)	15	7	7	0	0	1



Base Operation Location & Responsiveness

Bear Electrical Solutions' office that will be servicing San Juan Capistrano is located at 3911 E. La Palma Avenue, Anaheim, CA – which is just 30 miles or an 36-minute drive to the San Juan Capistrano city limit. Our field office is comprised of a 3,500 square foot enclosed warehouse and 1,300 square foot office. Our enclosed warehouse is stocked with all essential traffic signal gear, underground material supplies as well as our cabinet testing lab station. We are capable of receiving and warehousing city-owned assets.

Figure 1.0 – Driving Distance from BES Anaheim to San Juan Capistrano



Picture of our Anaheim Office Frontage





Project Team

The proposed project team consists of Justin Cataldo serving as the main point of contact and project manager for the City. Providing quality control and administrative support to Justin will be both Traffic Engineer Robert Asuncion and Jason Hayes. Asuncion and Hayes will provide cost estimate proposals, support in providing invoicing and reporting, and any as-needed consult.

BES will provide a 24/7/365 dispatch team accessible to the City via phone, email, and portal throughout the service period. The dispatch team will document all inbound work requests and dispatch to the respective field electrician as supervised by Justin Cataldo and Superintendent Ralph Murillo.

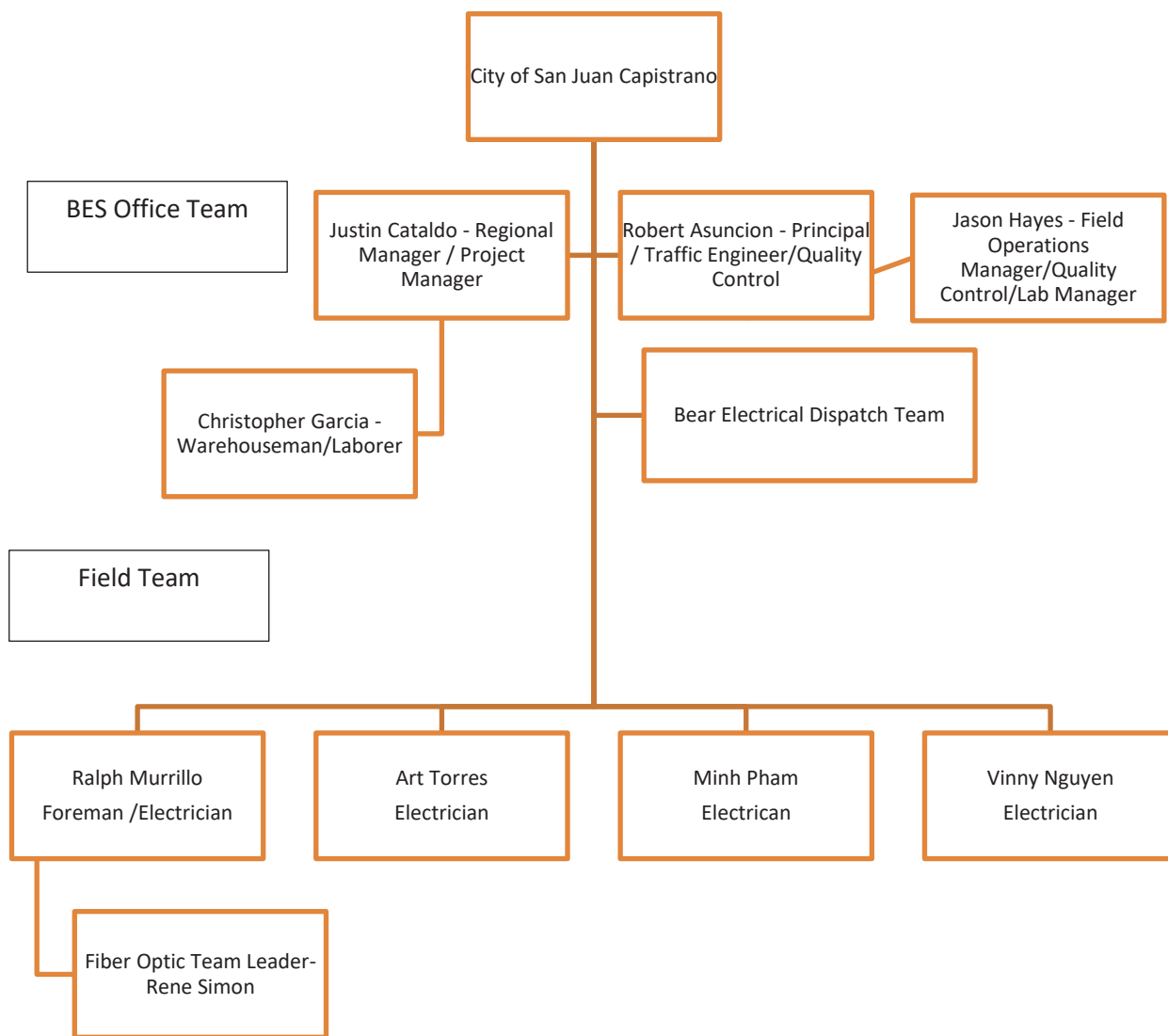




Table 2.0 below shows the current years of experience in the traffic signal maintenance business, job descriptions, and certifications.

Employee Name and Position	Electricians & Engineer Experience			Experience/Specialty				Software/Hardware							
	Residence	Years of Experience	Certifications/Licenses	Traffic Signal	Streetlighting	ITS	USA	EPAC/Sitements	Video Detection	170 - Bitran and Caltrans	EVP	Ethernet/Copper	Wireless Interconnect	SMART Streetlights	Fiber Optics
Robert Asuncion - Principal / Traffic Engineer	San Jose	19	Class A - Contractors, TR NO. 2156, IMSA Level III Field, Level II Bench - ACTRA/TACTICS proficient	X	X	X		X	X	X	X	X	X	X	
Justin Cataldo - Regional Manager	Brea	23	OSHA, SWPPP, IIIP	X	X	X	X	X	X	X	X	X	X	X	
Ralph Murillo	Corona	17	NEC, IMSA Level III	X	X	X		X	X	X	X	X	X	X	
Minh Pham	Fountain Valley	17	NEC, IMSA Level III	X	X	X		X	X	X	X	X	X	X	
Rene McGaugh	Corona	10	NEC, IMSA Level III	X	X	X	X	X	X	X	X	X	X	X	
Vinny Nguyen	Garden Grove	16	IMSA Level III	X	X	X	X	X	X	X	X	X	X	X	
Art Torres	Lake Elsinore	6	IMSA Level II	X	X	X		X	X	X	X	X	X		
Bernardo Torres	La Puente	4	IMSA Level II	X	X					X	X				
Christopher Garcia	Whittier	1	IMSA Work Zone	X	X										
Rene Simon	San Jose	22	IMSA Work Zone, Fiber Optic Certified			X						X	X		X



Resources Allocated for the City of San Juan Capistrano

	Description	Qty for San Juan Capistrano
Staff:	Project Manager - Justin Cataldo	1
	Lead Signal Maintenance Technician - Ralph Murillo	1
	Signal Maintenance Technician	5
	IT Engineer (Part Time)	1
Vehicles:	Hydraulic lift (bucket) truck	5
Materials / Equipment:	Traffic Signal Controller _ Econolite Cobalt	2
	2070 Controller (OS) Econolite	3
	Actelis ML688 or RuggedCom, if applicable	3
	Load Switches	40
	Shelf Mount Detector	10
	Rack Mount Detector	10
	NEMA TS2 Type P cabinet	2
	Service cabinet	2
	1D Pole	6
	1A Pole	6
	LED Modules (Arrows/Balls/PV)	50 each
	Ped Countdown Modules	24
	APS Navigator System	1 system
	#14, 10,8,6, and DLC cable	5000LF each
	MMU /CMU	5 each
	BIU, if TS2 cabinet in San Juan Capistrano	10
	FTRs	20
	TS2 12-volt cabinet power supply	5
FO Splice enclosure (144 splice capacity)	2	
FO Fusion Splicer	1	
FO OTDR and Power Meter	1	

Role (Headquarters)	Name	# of hours devoted to San Juan Capistrano (weekly)
Principal	Robert Asuncion -Traffic Engineer / Quality Control	4
	Jason Hayes – Quality Control	8
Specialty	Rene Simon (Fiber Optic)	as needed
Office / Accounting Manager	Sandra Hernandez	8
Dispatcher	Isabel Guillen	24

Exhibit A
Page 9 of 15



Scope of Work and Approach

Our approach in providing a comprehensive, citywide traffic signal maintenance program is to have the right people, processes, and systems. We have assembled a premiere staff of qualified local electricians, an in-house traffic engineer, and a management team dedicated in providing best-in-class service. Our local warehouse is stocked with inventory and equipment to be able to respond to any situation that arises. Lastly, we have built an easy to use, powerful communication platform (or Electronic Records Management system – ERM) to manage our relationship.

Our methodology is simple:

1. Audit and establish a baseline inventory of assets.
2. Proactively manage and respond to all work orders (Routine, Response, and Extraordinary) safely, effectively, and efficiently.
3. Report with transparency and credibility using our proprietary, cloud-based management system (also known as ERM)

In preparation for our proposal response and to gain a level of understanding of how your City has been maintained by your previous provider; our experts comprised of a veteran electrician and operations manager conducted a field survey and observed the current conditions of the City's infrastructure.

As such, we based on pricing for your proposal based on what we have observed and per the requirements of the RFP.

We are open to negotiate our fees once we have a better understanding and observation of your City's infrastructure.

One of the special tools our company is proud to offer to our customers is our cloud-based, service work order and asset management system called the STAR system. This system is our ERM. This system operates from a Salesforce platform and has been developed and built exclusively in-house. Some of our customers such as Carlsbad who have over 150 traffic signals and Elk Grove who have over 16,000 streetlights use our system everyday while some cities use our STAR on occasion and on an as-needed basis.

Service Tracking And Reporting (STAR) System – our exclusive ERM

Since our company exists purely to provide innovative and responsive traffic signal and streetlight maintenance service, we knew we had to leverage technology to deliver on our promises. The STAR system is fundamental to our work plan and is ever-present in all our business processes enabling efficiencies and real time communication. It provides a real-time interface for our customers and our team to submit, capture data, and close out work order incidents. It also provides access to all of your important infrastructure information such as installed assets, locations, and “stock” inventory BES has on-hand. Because we capture this data real time and in a centralized organized fashion, the opportunities for reporting and analysis are endless. Not only does it make both our lives easier, but the data we capture tells a story that enables you to make smarter decisions in how you manage your city.

Exhibit A
Page 10 of 15



System Setup and Customization for City of San Juan Capistrano

Our initial step to our work approach is to “Setup and Customize” our STAR System effectively communicate contract work requirements. This step involves uploading customer asset information such as intersection names, facility types, and asset information including equipment brands, model no., etc. on a per location basis (from an existing database from the City or from our proposed field audit). Additional information included is a list of City personnel authorized to issue work requests. Contract rates and custom pay items are entered into the system as well. Moreover, we enter any customer requested details for each location to make it easier for the customer to manage the data per site.

One of the key benefits to our STAR system is the degree to which it is customizable to each customer. Understanding your requirements as well as exploring some benefits you may not have even considered is critical to this process. During this step, we also input our company information in terms of office location and technicians who will be specifically assigned to your City.

We envision this phase of the work plan to consist of one face to face meeting to define the details and then one week to implement the core system details.

Routine Maintenance Processes

The work to be performed per the City’s RFP is entered into our system and the frequency of work is defined whether monthly, quarterly, semi- or annual routine. This allows us to communicate both to the City and our employees what tasks and expectations are to be performed for that given location on a work order basis.

Work orders are created per location a few days preceding the start of the month. As work orders are performed by our technicians, anyone logged into our system can view the status of each work order. It is our intent to also upload each of the required maintenance items per “Attachment B of the RFP (Routine Preventative Maintenance Check List)” (RFP page 23-25) for each location and treat each monthly inspection as its own work order.

When all routine work orders are completed, we can automate the email of reports to the City or print reports out to be mailed along with the invoice. Our system reporting is highly customizable and is geared to provide “smart” data that can be used for business analysis. Exhibit A - Page 11 of 15



Included in Monthly Routine Fee

- Performance of a Citywide asset inventory and documentation into the STAR system
- Unlimited use of our STAR system and data uploads into the system by the City to store digital files and pictures for each location.
- Minor customization to the STAR system interface / Major customization may require additional fees.

Excluded in Monthly Routine Fee

- Audit of the copper interconnect system or integrity testing
- Fiber testing (power meter or OTDR)

Response Maintenance Processes

Our system allows for the City to communicate work requests either via phone, email, case creation through your website portal, or fax. Our in-house dispatcher logs all incoming work requests into our system and then communicates the work request to the Regional Supervisor who then delegates this work order to the appropriate technician(s).

A dedicated phone number of 1-800-GO-BEAR1 (1 800 462-3271) is available 24/7/365 for all call inquiries.

As each work order is entered in our system by our staff, an email receipt is generated to provide acknowledgement of our response. As the field technician completes work and updates the work order with corrective action details, a subsequent email notification will be emailed out real time.

Information	
Account City of Glendora	Order Status Closed
Site Foothill Blvd 1 Glendora Ave	Status Notes
Contact Ulises Benavente	Priority High
Case	Order Type TS Led Out
Client WO #	Service Type Response Maintenance
Time Card Job # 161	Account_Name City of Glendora
Component	Location Record Type Standard_Location
Product	Pole#
Zone	Invoice Number 0000057587
Problem Description	
Problem Description 2/20/18 @ 3:16 pm. Sent in by Ulises @ Glendora. Yellow LED is out at intersection Foothill Blvd & Glendora Ave.	
Assignment	
Service Team Service Team - Glendora	Technician Ralph Murillo - BES
Closure	
Corrective Action found yellow out on NEC for NB removed and replaced with new LED all on normal operations	
System Information	
Created By Sandra Hernandez, 2/20/2018 3:20 PM	Last Modified By Robert Asuncion, 2/23/2018 9:45 AM
Closed By Ralph Murillo	Owner Sandra Hernandez [Change]
Closed On 2/20/2018 6:00 PM	
<input type="button" value="Edit"/> <input type="button" value="Delete"/> <input type="button" value="Clone"/> <input type="button" value="New Work Order"/>	

Response Commitment

Bear Electrical is committed to responding to all extraordinary response calls within one (1) hour notification. We will respond by dispatching one of three primary electricians assigned to the City with the objective of resolving all calls, including knockdowns, to be resolved as expedient as possible.



Documentation of Activities


Not only will we be documenting all our activities at each field intersection in our STAR system – we will also be keeping a hard copy cabinet log in each field cabinet as well as a small log ticket (see below) in the police access box of each cabinet for any police accessing the police access box.

We believe documentation is critical and is part of our standard operating procedures.

Name (Badge #) _____

Date / / Time : am pm

Please state reason for placing in flash.

BES 

Communications

Communications is paramount in this business. As we use technology to work smarter in this space – we still practice common sense and easy methods of communicating.

- We will notify by phone, the Director of Engineering or his authorized representative, within 24 hours of any alteration of operation of any signal.
- We will notify by phone either by verbal or text any corrective action to requested services requested by the City.
- If preferred, we can also supplement our communication through emails.

The Power of our STAR system

We are proud of our STAR system and believe that our electronic records system is the best in the industry.

One of the reasons why our system is the best is because we developed our system in-house with the intent of enabling all users to “work smarter.” As a quick, nimble company we are able to make customizations on our own without bureaucracy or management layers.

Below are sample custom reports already used by our customers and as we establish our work relationship together we encourage feedback and development of more reports to better our service reporting to you.

- Samples of Custom Reports Generated**
- Statistics on Different Call Out Types
- Statistics and Reports on Knockdowns
- Monday morning Email Reports for After Hours
- Work Order Completion – Maintenance vs Extra

Report Generation Status: Complete

Report Options: [Print Report](#) [Hide Details](#) [Sortable View](#) [Export Details](#)

Generated Report

Filtered By:
Account equals: City of Elk Grove
AND Order Type equals: Scheduled Maintenance
AND Closed On equals: LAST 7 DAYS

Site	Work Order Number	Work Order Last Modified Date	Age	Corrective Action
Closed On: 2/2/2015 (4 records)				
ELK GROVE BLVD / WATERMAN RD	WO-00011477	2/5/2015	5	SEMI ANNUAL PM CHECK VAC 119.7 VDC 23.97 AC RIP .043 NOTED S/B ADVANCE LOOPS NEED RESEALING AND AC PATCH
BOND RD / SIERRA RIVERLIFE	WO-00011454	2/6/2015	5	PERFORMED SEMI-ANNUAL CHECK VAC 122.0 VDC 24.09 AC RIP .048 ALL OK
BOND RD / WATERMAN RD	WO-00011456	2/6/2015	5	PERFORMED BI-ANNUAL PM CHECK VAC 121.7 VDC 24.00 AC RIP .051
BOND / STONEYBROOK SCHOOL LOOP	WO-00011457	2/6/2015	5	PERFORMED SEMI-ANNUAL CHECK VAC 121.7 VDC 24.27 AC RIP .069 NOTICED N/E/C AND S/W/C AUDIBLE PEDS INOP.

Additional Recommended Services

Separate from routine and response services – our company specializes in providing extraordinary services to our maintenance customers.



Our field staff come from a construction background and can perform minor to major projects. We currently perform small to large extraordinary work for current customers – thus enabling our customers to complete small projects efficiently through the existing maintenance contract.

With an in-house traffic engineer – we can provide the added benefit of having a peer review on any conceptual engineering upgrades or modifications.

After the completion of our proposed field audit, we foresee being able to help the City plan for future upgrades, conversions, or modifications.

With this, we would like the opportunity to provide extraordinary cost proposals for new work (utilizing pre-negotiated rates) and to collaborative performing the work in conjunction with maintenance activities.

It should be mentioned that we have built this business with extraordinary work in mind and can scale our work forces accordingly to meet the demands of our maintenance customers without diminishing our work standards for routine and response work activities.

Moreover, we have project estimators that can provide estimates and proposals for extraordinary work requests.

Fiber Optic Services

Our in-house fiber optic team, led by Rene Simon, has all the required tools and equipment to perform emergency repair or restoration work.

For the city of San Juan Capistrano, we intend to schedule any fiber optic work with a 5-7-day lead time so that our fiber team can mobilize and perform the work.

Our approach is to perform all restorative work prior to the arrival of the fiber team such as all the conduit and cable repair work.

Pre-project installation of cable, power meter testing, fusion splicing, and post-project testing will all be performed by our mobile fiber team, typically 3-5 days after restorative repairs.

Per diem and hotel charges will be exempt and is included in the hourly rates for a Fiber Optic Technician.

Cabinet Testing

Our cabinet testing lab located inside our Anaheim warehouse can perform a standard cabinet burn-in test as well as testing and certification of conflict / multi-malfunction monitor units. (We do not have an environmental chamber and cannot perform environmental testing; however, we can outsource this test to a third-party service provider, if required).



References

Three current references for similar services that are on-going that have worked with our proposed team as well as current users of our ERM are:

Customer Reference No. 1	
<i>Name</i>	City of Tustin
<i>Project Description</i>	Citywide Traffic Signal Maintenance - Routine & Response Services
<i>Project Duration</i>	2016- ongoing
<i>Project Cost</i>	\$500k annually
<i>Contact Name</i>	Krys Saldivar, Public Works Manager
<i>Contact Telephone Number</i>	714-573-3172
<i>Contact Email Address</i>	ksaldivar@tustinca.org

Customer Reference No. 2	
<i>Name</i>	City of Carlsbad
<i>Project Description</i>	Citywide Traffic Signal Maintenance - Routine & Response Services
<i>Project Duration</i>	2015- ongoing
<i>Project Cost</i>	\$600k annually
<i>Contact Name</i>	Doug Bilse, Senior Traffic Engineer
<i>Contact Telephone Number</i>	760-602-7504
<i>Contact Email Address</i>	doug.bilse@carlsbadca.gov

Customer Reference No. 3	
<i>Name</i>	City of Aliso Viejo
<i>Project Description</i>	Citywide Traffic Signal Maintenance - Routine & Response Services
<i>Project Duration</i>	2017- ongoing
<i>Project Cost</i>	\$100K annually
<i>Contact Name</i>	Shaun Pelletier, City Engineer
<i>Contact Telephone Number</i>	949-425-2533
<i>Contact Email Address</i>	spelletier@cityofaliso Viejo.com

Below is a complete list of cities our Southern California team currently maintains:

No.	City	City Contact	# of signal maintained (includes flashing beacons, IRWL, solar speed signs)
1	Carlsbad	Doug Bilse - 760-602-7504	183
2	Aliso Viejo	Shaun Pelletier 949-425-2533	56
3	Tustin	Krys Saldivar - 714-573-3263	133
Agencies maintain just outside the 30-mile radius			
4	Covina	David Gilbertson - 626-384-5491	62
5	Glendora	Ulises Benavente - 626-914-8247	51

Exhibit A
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Exhibit B

Compensation



Cost and Fee

Proposed Maintenance Rates

Item	Item	Unit	Unit Price	X	Quantity	X	PM's per year	Annual Total
ROUTINE PREVENTATIVE MAINTENANCE								
1	Routine inspection, preventive maintenance, and repairs of traffic signal systems, interconnect and repairs of safety lights Per intersection, monthly:	Each	\$ 59.00	X	10	X	12	\$ 7,080.00
2	Routine inspection, preventive maintenance, repairs of traffic signal systems and repairs of safety lights. Per location, monthly:	Each	\$ 59.00	X	28	X	12	\$ 19,824.00
3	Routine inspection, preventative maintenance and repairs of Solar Speed Warning Systems. Per location, monthly:	Each	\$ 15.00	X	2	X	12	\$ 360.00
4	Routine inspection, preventive maintenance, and repairs of flashing beacons. Per location, per monthly:	Each	\$ 15.00	X	1	X	12	\$ 180.00
	Routine inspection, preventive maintenance, and repairs of Crosswalk Enhanced Warning Systems. Per location, per monthly:	Each	\$ 15.00	X	3		12	\$ 540.00
Subtotal – Routine Preventative Maintenance								\$ 27,984.00
EMERGENCY RESPONSIVE MAINTENANCE								
		Unit	Unit Price		Quantity		Month per Year	Annual Total
1	Signal maintenance technician (straight time)	Hour	\$ 98.50	X	16	X	4	\$ 6,304.00
2	Signal maintenance technician (overtime)	Hour	\$ 147.00	X	4	X	4	\$ 2,352.00
3	Signal maintenance technician (double time)	Hour	\$ 197.00	X	2	X	4	\$ 1,576.00
4	Signal maintenance supervisor (straight time)	Hour	\$ 100.00	X	4	X	4	\$ 1,600.00
5	Signal maintenance supervisor (overtime)	Hour	\$ 0.00	X	1	X	4	\$ 0.00
6	Signal maintenance supervisor (double time)	Hour	\$ 0.00	X	1	X	4	\$ 0.00
7	Bucket Truck	Hour	\$ 35.00	X	22	X	4	\$ 3,080.00
8	Percent markup on materials	Percent	15.0 %	X	\$1,000	X	4	\$ 600.00
Subtotal - Emergency Responsive Maintenance								\$ 15,512.00
Grand Total - Preventative Routine Maintenance and Emergency Responsive Maintenance								\$ 43,496.00
Notes:								
1) Rates are to include all ancillary and related overhead and administrative work, such as Project Management meetings, Activity Reports, Records Management, Electronic Database, etc.								
2) Assumed Monthly quantities are for comparison purposes only and are not necessarily what the successful Proposer may be paid.								



Unit prices shall include all labor, materials, equipment, overhead and profit and no additional compensation will be allowed.

Payment will not be made for materials wasted or disposed of in a manner not called for under the Contract; this includes rejected material not unloaded from vehicles, material rejected after it has been placed and material placed outside marked limits of work. No compensation will be allowed for disposing of rejected or excess material.

The successful Proposer shall note that the award, if any, of a contract will be to the highest ranked successful Proposer per the selection criteria. The City reserves the right to reject all proposals. In case of discrepancy between unit and total price, the unit price shall prevail.

The description of extraordinary maintenance is provided per the provisions of the scope of work.

1. Labor	Regular Time	Overtime
Signal Maintenance Superintendent	\$100.00	not applicable
Signal Maintenance Technicians	\$98.50	\$147.00
Field Traffic Signalman	\$95.00	\$142.50
Laborer	\$65.00	\$85.00
Painter	\$65.00	\$85.00
Engineer Technical	\$85.00	\$115.00
Interconnect/Communications Specialist - Ethernet	\$85.00	\$115.00
2. Equipment		Rate Per Hour
Bucket Truck		\$35.00
Pickup Truck		\$15.00
Service Truck		\$20.00
Service Ladder Truck		not OSHA compliant
Boom Ladder Truck (Man Lift)		not OSHA compliant
Concrete Saw and Water Truck		\$25.00
Compressor with Tools		\$25.00

The following EXTRAORDINARY MAINTENANCE quantities are estimates only and are provided solely for bidding purposes and for establishing the rates to be applied to actual annual EXTRAORDINARY MAINTENANCE PERFORMED. These estimates should not be construed as a minimum or maximum of actual EXTRAORDINARY MAINTENANCE performed per year. Unit items shall include all labor, materials, equipment, overhead and profit and no additional compensation will be allowed.

Exhibit B
Page 2 of 4



3. Controller, Cabinet and Appurtenances	Unit Quantity	Unit Cost	Total Cost
Controller, Cabinet and Appurtenances ^{*Assumed NEMA, 16-channel, comm devices}	3	\$ 26,000.00*	\$ 78,000.00
Installation of new, fully wired Type "P" cabinet	3	\$ 2,400.00	\$ 7,200.00
Major upgrade of existing controller cabinet (excluding controller) such as painting, rewiring, auxiliary equipment upgrades including rack-mounted detection and new signal monitor	3	\$ 3,800.00	\$ 11,400.00
Type III service	3	\$ 3,300.00	\$ 9,900.00
Replacement of shelf-mounted detectors with rack-mounted (estimate based on the replacement of 12 detectors)	5	\$ 2,600.00	\$13,000.00
Individual replacement of detectors in controller as needed	4	\$ 165.00	\$ 660.00
Installation of new LCD-12P Signal Monitor unit as needed	3	\$ 1,350.00	\$ 4,050.00
Operation and certification testing of new cabinet and controllers and appurtenances (work shall be in accordance with State of California testing procedures)	3	\$ 1,100.00	\$ 3,300.00
Annual Conflict Monitor Testing	37	\$ 80.00	\$ 2,960.00
Replacement of Inoperable Conflict Monitors	4	\$ 1,050.00	\$ 4,200.00
4. Vehicle Heads and Equipment	Unit Quantity	Unit Cost	Total Cost
Replace red ball LED display	30	\$ 90.00	\$ 2,700.00
Replace red arrow LED display	30	\$ 90.00	\$ 2,700.00
Replace yellow ball LED display	10	\$ 90.00	\$ 900.00
Replace yellow arrow LED display	10	\$ 90.00	\$ 900.00
Replace green ball LED display	20	\$ 90.00	\$ 1,800.00
Replace green arrow LED display	20	\$ 90.00	\$ 1,800.00
Replace red Programmable Visor (PV) LED	5	\$ 150.00	\$ 750.00
Replace yellow Programmable Visor (PV) LED	5	\$ 150.00	\$ 750.00
Replace green Programmable Visor (PV) LED	5	\$ 150.00	\$ 750.00
5. Pedestrian Heads and Equipment	Unit Quantity	Unit Cost	Total Cost
Replace pedestrian push button signing	5	\$ 28.00	\$ 140.00
Replace pedestrian module kits (countdown only)	15	\$ 230.00	\$ 3,450.00
Replace pedestrian push buttons	4	\$ 95.00	\$ 380.00
Paint Pedestrian Heads/Frameworks per intersection	5	\$ 800.00	\$ 4,000.00
6. Painting of Controller Cabinets/Signal Heads	Unit Quantity	Unit Cost	Total Cost
Clean, primer, and repaint controller cabinet exterior surfaces with paint color as specified by City	4	\$ 800.00	\$ 3,200.00
Clean, primer, and repaint signal head and mounting surfaces per Industry standard color as approved by City per intersection	5	\$ 2,400.00	\$12,000.00

actual annual EXTRAORDINARY MAINTENANCE PERFORMED. These estimates should not be construed as a minimum or maximum of actual EXTRAORDINARY MAINTENANCE performed per year. Unit items shall include all labor, materials, equipment, overhead and profit and no additional compensation will be allowed.



7. Replacing Detection	Unit Quantity	Unit Cost	Total Cost
6' round three- or four-turn Type E loop detectors including saw cut lead-in	20	\$ 550.00	\$ 11,000.00
Radar detection unit	1	\$ 5,600.00	\$ 5,600.00
8. Battery Backup	Unit Quantity	Unit Cost	Total Cost
Back-up unit	2	\$ 3,400.00	\$ 6,800.00
Batteries	2	\$ 225.00	\$ 450.00
9. Traffic Signal/ISNS/Lighting	Unit Quantity	Unit Cost	Total Cost
Installation and replacement of regulatory and warning signs on poles/mast arms	5	\$ 220.00	\$ 1,100.00
Installation and replacement of 6' ISNS panels	10	\$ 215.00	\$ 2,150.00
Replacement of 8' ISNS panels	5	\$ 245.00	\$ 1,230.00
Replacement of Inoperable Safety Light	6	\$ 65.00	\$ 390.00
Replacement of City Owned Street Light	6	\$ 65.00	\$ 390.00
Replacement of City Owned Street Light	6	\$ 65.00	\$ 390.00
10. Interconnect Installation and Replacement	Unit Quantity	Unit Cost	Total Cost
Furnish and installation of PE89- 12pair in existing conduit	1,500	\$5.50 per ft	\$8,250.00

11. Construction Response	Unit Quantity	Unit Cost	Total Cost
Respond to construction site timing adjustments/signal flash	10	\$ 100.00	\$ 1,000.00
12. Underground Alert Responses/Marking of Facilities	Unit Quantity	Unit Cost	Total Cost
Response to all USA Underground Alert requests/notices or at the request of City staff for the marking and protection of traffic signal underground facilities such as traffic signal and electrical conduits, interconnect facilities, loops, and other appurtenant equipment which might conflict with other right-of-way construction or repairs	50	\$ 125.00	\$ 625.00

The City shall pay to the successful Proposer for materials used in extraordinary maintenance the successful Proposer's cost from the supplier plus not-to-exceed 15% mark-up. The successful Proposer shall provide to the City Engineer or his designee the supplier's invoice price.