CITY OF PLACENTIA
MAINTENANCE SERVICES AGREEMENT
WITH BEAR ELECTRICAL SOLUTIONS, INC.

THIS AGREEMENT is made and entered into this 10th day of July, 2018, by and between the CITY OF PLACENTIA, a municipal corporation ("City"), and Bear Electrical Solutions, Inc., a California corporation ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide agreement for Traffic Signal System Maintenance, as more fully described herein; and

B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit "A" (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the Consultant's Proposal ("Proposal"), attached hereto as Exhibit "A" and incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement. Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. Officers and employees shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Administrator or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:
1.4. **Warranty.** Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers’ compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys’ fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant’s performance under this Agreement.

1.5. **Non-discrimination.** In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

Consultant shall, in all solicitations and advertisements for employees placed by, or on behalf of Consultant shall state that all qualified applicants will receive consideration for employment without regard to age, race, color, religion, sex, marital status, national origin, or mental or physical disability. Consultant shall cause the paragraphs contained in this Section to be inserted in all subcontracts for any work covered by this Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

1.6. **Non-Exclusive Agreement.** Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. **Delegation and Assignment.** This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant’s sole cost and expense. All insurance requirements contained in this Agreement are independently applicable to any and all subcontractors that Consultant may engage during the term of this Agreement.

(a) Meet with Consultant to review the quality of the work and resolve the matters of concern;

(b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.
1.8. **Confidentiality.** Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant’s covenant under this Section shall survive the termination of this Agreement.

2.0. **COMPENSATION AND BILLING**

2.1. **Compensation.** Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A." Consultant’s total compensation shall not exceed Seventy-Five Thousand Four-Hundred Seventy Dollars ($75,470.00) per year or a cumulative amount of Two Hundred Twenty-Six Thousand and Four Hundred and Ten Dollars ($226,410.00) over the initial three-year contract term.

2.2. **Additional Services.** Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant’s Proposal or which is inconsistent with or in violation of the provisions of this Agreement unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Should the City request in writing additional services that increase the hereinabove described "SCOPE OF SERVICES", an additional fee based upon the Consultant's standard hourly rates shall be paid to the Consultant for such additional services. Such increase in additional fees shall be limited to 25% of the total contract sum or $25,000 whichever is more. The City Engineer is authorized to approve a Change Order for such additional services.

2.3. **Method of Billing.** Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant’s services which have been completed to City’s sole satisfaction. City shall pay Consultant’s invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as “Additional Services” and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. **Records and Audits.** Records of Consultant’s services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

3.0. **TIME OF PERFORMANCE**

3.1. **Commencement and Completion of Work.** The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "A."

3.2. **Excusable Delays.** Neither party shall be responsible for delays or lack of
performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party. If a delay beyond the control of the Consultant is encountered, a time extension may be mutually agreed upon in writing by the City and the Consultant. The Consultant shall present documentation satisfactory to the City to substantiate any request for a time extension.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of 36 months, ending on June 30, 2021, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. The contract may also be extended for one additional two-year term based on the City’s discretion and contractor performance.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing at least fifteen (15) days prior written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City. If the City suspends, terminates or abandons a portion of this Agreement such suspension, termination or abandonment shall not make void or invalidate the remainder of this Agreement.

If the Consultant defaults in the performance of any of the terms or conditions of this Agreement, it shall have ten (10) days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

The City shall have the right, notwithstanding any other provisions of this Agreement, to terminate this Agreement, at its option and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement, immediately upon service of written notice of termination on the Consultant, if the latter should:

a. Be adjudged a bankrupt;
b. Become insolvent or have a receiver of its assets or property appointed because of insolvency;
c. Make a general assignment for the benefit of creditors;
d. Default in the performance of any obligation or payment of any indebtedness under this Agreement;
e. Suffer any judgment against it to remain unsatisfied or unbonded of record for thirty (30) days or longer; or
f. Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.
4.3. **Compensation.** In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination within thirty-five (35) days after service of the notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant. City shall not be liable for any claim of lost profits.

4.4. **Documents.** In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. **INSURANCE**

5.1. **Minimum Scope and Limits of Insurance.** Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

(a) Broad-form commercial general liability, in a form at least as broad as ISO from #CG 00 01 04 13, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit. If Consultant maintains higher limits that the specified minimum limits, City requires and shall be entitled to coverage for the high limits maintained by the Consultant.

(b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars ($1,000,000.00), combined single limits, each incident for bodily injury and property damage.

(c) Workers' compensation insurance as required by the State of California and Employers Liability Insurance with a minimum limit of $1,000,000 per accident for any employee or employees of Consultant. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers'
compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

Before execution of this Agreement by the City, the Consultant shall file with the Public Works Director/City Engineer the following signed certification:

I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of Workers' Compensation or to undertake self-insurance before commencing any of the work.

The Consultant shall also comply with Section 3800 of the Labor Code by securing, paying for and maintaining in full force and effect for the duration of this Agreement, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the Public Works Director/City Engineer before execution of this Agreement by the City. The City, its officers and employees shall not be responsible for any claims in law or equity occasioned by failure of the consultant to comply with this section.

Neither the CITY nor any of its elected or appointed officials, officers, agents, employees, or volunteers makes any representation that the types of insurance and the limits specified to be carried by Consultant under this Agreement are adequate to protect Consultant. If Consultant believes that any such insurance coverage is insufficient, Consultant shall provide, at its own expense, such additional insurance as Consultant deems adequate.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

(a) Additional insureds: "The City of Placentia and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."

(b) Notice: "Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self insurance retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance. Should Consultant fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City may procure such insurance at Consultant's sole cost and expense."

(c) Other insurance: "The Consultant's insurance coverage shall be primary
insurance as respects the City of Placentia, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Placentia shall be excess and not contributing with the insurance provided by this policy."

(d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Placentia, its officers, officials, agents, employees, and volunteers.

(e) The Consultant’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

5.3. **Deductible or Self Insured Retention.** If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. **Certificates of Insurance.** Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance and endorsements shall be attached hereto as Exhibit “B” and incorporated herein by this reference.

5.5. **Non-limiting.** Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. **GENERAL PROVISIONS**

6.1. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. **Representatives.** The City Administrator or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

   Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. **Project Managers.** City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement. It shall be the Consultant’s responsibility to assure that the Project Manager is kept informed of the progress of the performance of the
services and the Consultant shall refer any decision, which must be made by City, to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement and who shall not be changed by Consultant without the express written approval by the City. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or if mailed, shall be addressed as set forth below and placed in a sealed envelope, postage prepaid, and deposited in the United States Postal Service. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 72 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT: Bear Electrical Solutions, Inc. 1341 Archer Street P.O. Box 924 Alviso, CA 95002-0924 Tel: (408) 449-5178 Fax: Attn: Robert Asuncion, President

IF TO CITY: City of Placentia 401 E. Chapman Placentia, CA 92870 Tel: (714) 993-8120 Fax: Attn: Luis Estevez

6.5. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.6. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California. Consultant agrees to submit to the personal jurisdiction of such court in the event of such action.

6.7. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.
6.8. **Indemnification and Hold Harmless.** Consultant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant’s sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence, recklessness, or willful misconduct by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City’s specifications or Consultant’s Proposal, which shall be of no force and effect.

6.9. **Independent Contractor.** Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant’s employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker’s compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant’s failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.10. **PERS Eligibility Indemnification.** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims that he is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors
providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.11. **Cooperation.** In the event any claim or action is brought against City relating to Consultant’s performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.12. **Ownership of Documents.** All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, preliminary notes, working documents, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City, but shall be made available to the City within ten (10) days of request or within ten (10) days of termination. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys’ fees, arising out of or resulting from City’s use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, preliminary notes and working documents, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City. Consultant or Consultant’s agents shall execute such documents as may be necessary from time to time to confirm City’s ownership of the copyright in such documents.

6.13. **Public Records Act Disclosure.** Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et seq.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.14. **Conflict of Interest.** Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant’s services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, et seq.) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.
6.15 **Responsibility for Errors.** Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.16 **Prohibited Employment.** Consultant will not employ any regular employee of City while this Agreement is in effect.

6.17 **Order of Precedence.** In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, the conflict shall be resolved by giving precedence in the following order, if applicable: This Agreement, the City's Request for Proposals, the Consultant's Proposal.

6.18 **Costs.** Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.19 **No Third Party Beneficiary Rights.** This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.20 **Headings.** Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.21 **Construction.** The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.22 **Amendments.** Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.23 **Waiver.** The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any
right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.24. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.25. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.26. **Corporate Authority.** The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

**IN WITNESS WHEREOF,** the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

**CITY OF PLACENTIA,**  
A municipal corporation

\[Signature\]  
Damien R. Arrula  
City Administrator

Date: \[08/29/18\]

**ATTEST:**

\[Signature\]  
Patrick J. Melia  
City Clerk and ex-officio Clerk  
of the City of Placentia

**CONSULTANT**
Robert Asuncion
Name and Title
46-1898744
Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

Christian L. Bettenhausen
City Attorney

APPROVED AS TO INSURANCE:

Rosalina Ramirez
Risk Management

APPROVED AS TO CONTENT:

Luis Estevez
Project Manager

DEPARTMENTAL APPROVAL

Luis Estevez,
Director of Public Works

Date: 06/28/18
Date: 7/9/18
Date: 8/28/18
Date: 7/5/18

Section C

PROPOSAL

Bidders Name: Bear Electrical Solutions, Inc.

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF PLACENTIA:

The undersigned, as bidder, declares that: (1) this proposal is made without collusion with any other person, firm or corporation, and that the only persons or parties interested as principals are those named herein as sworn in the attached Non-Collusion Affidavit; (2) bidder has carefully examined the Specifications, Instructions To Bidders, Proposal, Notice Inviting Sealed Bids and all other contract documents and information furnished therefore and the site of the proposed work; and (3) bidder has been satisfied as to the conditions to be encountered, the character, quality and quantities of work to be performed and materials to be furnished. Furthermore, bidder agrees that submission of this proposal shall be conclusive evidence that such examination and investigation have been made and agrees, in the event this contract is awarded to bidder, to enter into a contract with the City Council of the CITY OF PLACENTIA, to perform said proposed work in accordance with the Plans, if any, and the terms of the Specifications, in the time and manner therein prescribed, and to furnish or provide all materials, labor, tools, equipment, apparatus and other means necessary so to do, except such thereof as may otherwise be furnished or provided under the terms of said Specifications, for the following stated unit prices or lump sum price as submitted on the Bid Sheet herein.

The bidder shall submit as part of this proposal a completed copy of the Contractor's Industrial Safety Record. This Safety Record must include all construction work undertaken in the State of California by the bidder and any partnership, joint venture or corporation that any principal of the bidder participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of bid submittal. Separate information shall be submitted for each such partnership, joint venture, or corporate or individual bidder. The bidder may attach any additional information or explanation of data which he would like to be taken into consideration in evaluating the safety record. An explanation of the circumstances surrounding any and all fatalities must be attached.

Accompanying this proposal is (Circle one "cash", "a Cashier's Check", "a certified check", or "a Bidder's Bond"). In the form furnished by the City, as the case may be) in the amount of $... an amount equal to at least ten percent (10%) of the total aggregate bid price based on the quantities shown and the unit prices quoted. The undersigned bidder agrees that should bidder be awarded the Contract on the basis hereof and thereafter fail or refuse to enter into a Contract and provide the required evidence of insurance and bonds within fifteen calendar days after written notice of the award, the cash, check or bond shall be forfeited to the city in accordance with Public Contract Code section -20172, except as otherwise provided in Public Contract Code section -20174. The undersigned agrees that in the event of such failure, the actual amount of damages to the City would be impractical and extremely difficult to determine.

In compliance with the Notice Inviting Sealed Bids, the undersigned hereby agrees to enter into a contract to furnish all labor, materials and supplies for this project in accordance with the Specifications, Plans and other Contract Documents which are on file in the office of the Public Works Manager of the CITY OF PLACENTIA, to the satisfaction and under the direction of the Public Works Manager, at the following prices: The contractor shall perform all work under this contract for a period of thirty-six (36) months. The term of this contract may be extended for one additional two-year term, based on performance and at the option of the City starting from the day after the issuance of the Notice to Proceed.

Page C-1
# City of Placentia
## California
### BID FOR
#### TRAFFIC SIGNAL SYSTEM MAINTENANCE

**Base Bid Schedule**

<table>
<thead>
<tr>
<th>NO.</th>
<th>SERVICE LOCATION</th>
<th>SERVICE TYPE</th>
<th>EST. QTY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>EXTENDED PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Maintain each signalized intersection – monthly, quarterly, bi-annually, and annual services</td>
<td>Preventative Maintenance</td>
<td>50/5B</td>
<td>EA</td>
<td>$50</td>
<td>$3,050</td>
</tr>
<tr>
<td></td>
<td>Maintain each Quiet Zone signalized intersection – monthly, quarterly, bi-annually, and annual services</td>
<td>Preventative Maintenance</td>
<td>3</td>
<td>EA</td>
<td>$55</td>
<td>$165</td>
</tr>
</tbody>
</table>

Subtotal Base Bid Amount: $3,215

### Extraordinary Repairs Bid Schedule

<table>
<thead>
<tr>
<th>NO.</th>
<th>SERVICE LOCATION</th>
<th>SERVICE TYPE</th>
<th>EST. QTY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>EXTENDED PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Replace 6&quot; diameter Type E detector loops, including lead-in and cable splicing</td>
<td>Extraordinary Repairs</td>
<td>20</td>
<td>EA</td>
<td>$350</td>
<td>$700</td>
</tr>
<tr>
<td>2.</td>
<td>Replace burned-out Light Emitting Diodes (LED) Module</td>
<td>Extraordinary Repairs</td>
<td>20</td>
<td>EA</td>
<td>$70</td>
<td>$140</td>
</tr>
<tr>
<td>3.</td>
<td>Replace burned-out internally illuminated street name sign (ISNS) lamps</td>
<td>Extraordinary Repairs</td>
<td>10</td>
<td>EA</td>
<td>$65</td>
<td>$650</td>
</tr>
<tr>
<td>4.</td>
<td>Replace burned out intersection safety light</td>
<td>Extraordinary Repairs</td>
<td>10</td>
<td>EA</td>
<td>$65</td>
<td>$650</td>
</tr>
<tr>
<td>5.</td>
<td>Extraordinary Repairs – Hourly Rate</td>
<td>Extraordinary Repairs</td>
<td>150</td>
<td>HOURS</td>
<td>$118.50</td>
<td>$17,775</td>
</tr>
<tr>
<td>6.</td>
<td>Extraordinary Repairs – After-Hours Hourly Rate</td>
<td>Extraordinary Repairs</td>
<td>50</td>
<td>HOURS</td>
<td>$160</td>
<td>$8,000</td>
</tr>
</tbody>
</table>

Subtotal Base Bid Amount: $35,475

---

Page C-2

ATTACHMENT 2
Grand Total Base Bid and Extraordinary Bid Schedule Amount written in numbers:

$ 38,690

Grand Total Base Bid and Extraordinary Bid Schedule Amount written in words:

Thirty Eight Thousand and Six Hundred Ninety Two $%

NOTE: The City reserves the right to award a contract to the lowest responsible bidder, which is based on the grand total amount of the base bid schedule and extraordinary bid schedule combined. The City reserves the right to reject all bids and re-advertise, as appears to be in the best interests of the City. A bid is required for this entire work, the estimated quantities set forth in this Bid Sheet being solely for the purpose of comparing bids, and final compensation under the Contract will be based upon the actual quantities of work satisfactorily completed. The unit and/or lump sum prices bid shall include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amount bid, unit prices shall govern over extended amounts, and words shall govern over figures. The City reserves the right to increase or decrease the amount of any quantity shown and to delete any item from the Contract.

The undersigned bidder agrees that, if awarded the Contract, bidder will complete all work according to the contract documents. The undersigned bidder is licensed in accordance with the requirements of the Business and Professions Code, California Contractor's License No. 9820790 Class A, C-10, C-31, D-31 (REQUIRED AT TIME OF AWARD).

Legal Business Name of Bidder
Bear Electrical Solutions, Inc.

Business Address
1341 Archer Street, PO Box 924, Alviso, CA 95002-0924

Business Tel. No. (408) 449-5178

Signature 05/14/18 Date Title
Vice President

Signature 05/14/18 Date Title
Corporate Secretary

Signature Date Title

If bidder is an individual, name and signature of individual must be provided, and, if he is doing business under a fictitious name, the fictitious name must be set forth. If bidder is a partnership...
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Santa Clara  

On May 14, 2018 before me, Sandra Hernandez, Notary Public

personally appeared Robert Asuncion, Andrew Bader

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

**Signature of Notary Public**

---

**Place Notary Seal Above**

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: ____________________________________________

Document Date: ____________________________________________

Number of Pages: ______________________

Signer(s) Other Than Named Above: __________________________

**Capacity(ies) Claimed by Signer(s)**

<table>
<thead>
<tr>
<th>Signer's Name</th>
<th>Signer's Name</th>
<th>Signer is Representing</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Corporate Officer — Title(s):</td>
<td>□ Corporate Officer — Title(s):</td>
<td></td>
</tr>
<tr>
<td>□ Partner — □ Limited</td>
<td>□ Partner — □ Limited</td>
<td></td>
</tr>
<tr>
<td>□ Individual</td>
<td>□ Attorney in Fact</td>
<td></td>
</tr>
<tr>
<td>□ Trustee</td>
<td>□ Guardian or Conservator</td>
<td></td>
</tr>
<tr>
<td>□ Other:</td>
<td>□ Other:</td>
<td></td>
</tr>
</tbody>
</table>

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or joint venture, legal name of partnership/joint venture must be provided, followed by signatures of all of the partners/joint ventures or of fewer than all of the partners/joint ventures if submitted with evidence of authority to act on behalf of the partnership/joint venture. If bidder is a corporation, legal name of corporation must be provided, followed by signatures of the corporation President or Vice President and Secretary or Assistant Secretary, and the corporate seal. Signatures of partners, joint ventures, or corporation officers must be acknowledged before a Notary Public, who must certify that such partners, joint ventures, or officers are known to him or her to be such, and, in the case of a corporation, that such corporation executed the instrument pursuant to its bylaws or a resolution of its Board of Directors.
INFORMATION REQUIRED OF BIDDER

Bidder certifies under penalty of perjury under the laws of the State of California that the following information is true and correct:

Name of individual Contractor, Company or Corporation:

Business Address: 1341 Archer Street, PO Box 924, Alviso, CA 95002-0924

Telephone and Fax Number: (408)449-5178 fax (408)449-5147

California State Contractor's License No. and Class: #982079 Class A,C-10,C-31,D-31

Original Date Issued: Expiration Date: 03/31/19

List the name and title/position of the person(s) who inspected for your firm the site of the work proposed in these contract documents:

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Address</th>
<th>Telephone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Justin Cataldo</td>
<td>Regional Manager</td>
<td>1341 Archer St, Alviso, CA 95002</td>
<td>(408)449-5178</td>
</tr>
<tr>
<td>Robert Asuncion</td>
<td>Vice President</td>
<td>1341 Archer St, Alviso, CA 95002</td>
<td>(408)449-5178</td>
</tr>
</tbody>
</table>

Corporation organized under the laws of the State of California

All current and prior D.B.A.'s, aliases, and fictitious business names for any principal having interest in this proposal are as follows:

not applicable

Have you ever had a contract terminated by the owner/agency? If so, explain.

NO

Have you ever failed to complete a project? If so, explain.

NO

Have you ever been terminated for cause and then had it converted to a “termination of convenience”? If so, explain.

NO
Failure of the bidder to provide ALL requested information in a complete and accurate manner may be considered non-responsive.

Subscribed and sworn to before me by
This day of , 2018.

(Signature of Notary Public)

(SEAL)
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )
County of Santa Clara )

On May 14, 2018 before me, Sandra Hernandez, Notary Public

Date

personally appeared Robert Asuncion, Andrew Bader

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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Capacity(ies) Claimed by Signer(s)

Signer’s Name: __________________________

Signer’s Name: __________________________

□ Corporate Officer — Title(s): __________________________

□ Corporate Officer — Title(s): __________________________

□ Partner — Limited General __________________________

□ Partner — Limited General __________________________

□ Individual Attorney in Fact __________________________

□ Individual Attorney in Fact __________________________

□ Trustee Guardian or Conservator __________________________

□ Trustee Guardian or Conservator __________________________

□ Other: __________________________

□ Other: __________________________

Signer Is Representing: __________________________

Signer Is Representing: __________________________

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ATTACHMENT 2
REFERENCES: Contractor must use this form!!! Please print or type.

Bidders Name  Bear Electrical Solutions, Inc.

FAILURE OF THE BIDDER TO PROVIDE ALL REQUIRED INFORMATION IN A COMPLETE AND ACCURATE MANNER MAY BE CONSIDERED NON-RESPONSIVE.

For all public agency contracts you have worked on (or are currently working on) in the past 2 years in excess of $15,000, provide the following information:

<table>
<thead>
<tr>
<th></th>
<th>Agency Name</th>
<th>City of Tustin</th>
<th>Contact Person</th>
<th>Krys Saldivar</th>
<th>Telephone</th>
<th>714-573-2372</th>
<th>Original Contract Amount $</th>
<th>$550k per year</th>
<th>Final Contract Amount $</th>
<th>$550k</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>No</td>
</tr>
</tbody>
</table>

Did you file any claims against the Agency? Did the Agency file any claims against you/Contractor? If yes, briefly explain and indicate outcome of claims.

<table>
<thead>
<tr>
<th></th>
<th>Did you file any claims against the Agency?</th>
<th>Did the Agency file any claims against you/Contractor?</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>No</td>
<td>No</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Agency Name</th>
<th>City of Aliso Viejo</th>
<th>Contact Person</th>
<th>Shaun Pellatier</th>
<th>Telephone</th>
<th>949-425-2533</th>
<th>Original Contract Amount $</th>
<th>$100k per year</th>
<th>Final Contract Amount $</th>
<th>$100k</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>No</td>
</tr>
</tbody>
</table>

Did you file any claims against the Agency? Did the Agency file any claims against you/Contractor? If yes, briefly explain and indicate outcome of claims.

<table>
<thead>
<tr>
<th></th>
<th>Did you file any claims against the Agency?</th>
<th>Did the Agency file any claims against you/Contractor?</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>No</td>
<td>No</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Agency Name</th>
<th>City of Carlsbad</th>
<th>Contact Person</th>
<th></th>
<th>Telephone</th>
<th></th>
<th>Original Contract Amount $</th>
<th></th>
<th>Final Contract Amount $</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>No</td>
</tr>
</tbody>
</table>

Did you file any claims against the Agency? Did the Agency file any claims against you/Contractor? If yes, briefly explain and indicate outcome of claims.

<table>
<thead>
<tr>
<th></th>
<th>Did you file any claims against the Agency?</th>
<th>Did the Agency file any claims against you/Contractor?</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>No</td>
<td>No</td>
</tr>
</tbody>
</table>

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ATTACHMENT 2
Contact Person: Doug Bilse
Telephone: (602) 602-7504

Original Contract Amount $ 600k per year  Final Contract Amount $ 600k

If final amount is different from original, please explain (change orders, extra work, etc.)

No

Did you file any claims against the Agency? Did the Agency file any claims against you/Contractor? If yes, briefly explain and indicate outcome of claims.

No / No

4
Agency Name: City of Covina

Contact Person: David Gilbertson
Telephone: (626) 384-5491

Original Contract Amount $ 50k per year  Final Contract Amount $ 50k

If final amount is different from original, please explain (change orders, extra work, etc.)

No

Did you file any claims against the Agency? Did the Agency file any claims against you/Contractor? If yes, briefly explain and indicate outcome of claims.

No / No

5
Agency Name: City of Glendora

Contact Person: Ulices Benavente
Telephone: (626) 914-8247

Original Contract Amount $ 45k per year  Final Contract Amount $ 45k

If final amount is different from original, please explain (change orders, extra work, etc.)

No

Did you file any claims against the Agency? Did the Agency file any claims against you/Contractor? If yes, briefly explain and indicate outcome of claims.

No / No
DESIGNATION OF SURETIES

Bidder's name  Bear Electrical Solutions, Inc.

Provide the names, addresses, and phone numbers for all brokers and sureties from whom Bidder intends to procure insurance and bonds (list by insurance/bond type):

McSherry and Hudson, 160 W. Santa Clara Street, Suite 715 San Jose, CA 95112
Broker: Vince Scolari (408) 550-2130

General Liability, Automobile, Workers Comp., Umbrella Insurance(s)

Bonds - Bid, Payment, and Performance Bonds
ACKNOWLEDGEMENT OF ADDENDA

Bidder's name: Bear Electrical Solutions, Inc.

The bidder shall signify receipt of all Addenda here, if any:

<table>
<thead>
<tr>
<th>Addendum No.</th>
<th>Date Received</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Page C-11
## CONTRACTOR'S INDUSTRIAL SAFETY RECORD
**TO ACCOMPANY PROPOSAL**

**Bidder's Name**  BEAR ELECTRICAL SOLUTIONS, INC

**Record Last Five (5) Full Years**

<table>
<thead>
<tr>
<th>Year of Record</th>
<th>2001</th>
<th>2002</th>
<th>2003</th>
<th>2004</th>
<th>2005</th>
<th>Total</th>
<th>Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>No. of contracts</td>
<td>600</td>
<td>530</td>
<td>500</td>
<td>440</td>
<td>200</td>
<td>2310</td>
<td></td>
</tr>
<tr>
<td>Total dollar Amount of Contracts (in Thousands of $)</td>
<td>4,000</td>
<td>7,100</td>
<td>9,000</td>
<td>8,400</td>
<td>5,700</td>
<td></td>
<td></td>
</tr>
<tr>
<td>No. of fatalities</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>No. of lost Workday Cases</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>No. of lost workday cases involving permanent transfer to another job or termination of employment</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
</tbody>
</table>

The information required for those items is the same as required for columns 3 to 6, Code 10, Occupational Injuries, Summary—Occupational Injuries and Illnesses, OSHA No. 102.

**Legal Business Name of Bidder**  BEAR ELECTRICAL SOLUTIONS, INC.

**Business Address:**  1341 Archer St, Alviso, CA 95002

**Business Tel. No.:**  (408) 449-5178

**State Contractor's License No. and Classification:**  982079, Class A, C-10, C-31, D-31

**Title:**  General Contractor

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

**Signature of bidder**  
**Date:**  05/14/19
**Title:**  Vice President - CFO

**Signature of bidder**  
**Date:**  05/14/19
**Title:**  Vice President

**Signature of bidder**  
**Date:**  
**Title:**  

**Signature of bidder**  
**Date:**  
**Title:**  

**Signature of bidder**  
**Date:**  
**Title:**  

---

*Page C-12*
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Santa Clara

On May 14, 2018 before me, Sandra Hernandez, Notary Public

Date

personally appeared Robert Asuncion, Andrew Bader

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above

Optional

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: ____________________________

Document Date: ____________________________ Number of Pages: ____________________________

Signer(s) Other Than Named Above: ____________________________

Capacity(ies) Claimed by Signer(s)

Signer's Name:

☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other:

Signer is Representing: ____________________________

Signer's Name:

☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other:

Signer is Representing: ____________________________

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ATTACHMENT 2
If bidder is an individual, name and signature of individual must be provided, and, if he is doing business under a fictitious name, the fictitious name must be set forth. If bidder is a partnership or joint venture, legal name of partnership/joint venture must be provided, followed by signatures of all of the partners/joint ventures or of fewer than all of the partners/joint ventures if submitted with evidence of authority to act on behalf of the partnership/joint venture. If bidder is a corporation, legal name of corporation must be provided, followed by notarized signatures of the corporation President or Vice President or President and Secretary or Assistant Secretary, and the corporate seal. Signatures of partners/join ventures, or corporation officers must be acknowledged before a Notary Public, who must certify that such partners/joint ventures, or officers are known to him or her to be such, and, in the case of a corporation, that such corporation executed the instrument pursuant to its bylaws or a resolution of its Board of Directors.
NON-COLLUSION AFFIDAVIT TO BE EXECUTED
BY BIDDER AND SUBMITTED WITH BID

State of California

County of Santa Clara

Robert Annunciation, being first duly sworn, deposes and says that he or she is
Vice President of Solutions, Inc., the party making the foregoing bid, in accordance
with Public Contracts Code Section 7106, declares that the bid is not made in the interest of; or on behalf of,
any undisclosed person, partnership, company, association, organization, or corporation; that the bid is
genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any
other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived,
or agreed with any bidder or anyone else to put in a sham bid, nor that anyone shall refrain from bidding;
that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or
conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit,
or cost element of the bid price, or that of any other bidder, or to secure any advantage against the public
body awarding the contract of anyone interested in the proposed contract; that all statements contained
in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or
any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid,
and will not pay, any fee to any corporation, partnership, company, association, organization, bid
depository, or to any member or agent thereof to effectuate a collusive or sham bid.

City of Placentia - Traffic Signal System Maintenance

Project Name: Bear Electrical Solutions, Inc.

Legal Business Name of Bidder
1341 Archer Street, Alviso, CA 95002

Business Address

Business Telephone: (408) 449-5178

Signature of Bidder
Vice President

Title

Date

Signature of Bidder

Title

Date

Subscribed and sworn to before me on

(Notary Seal) Signature see attached

Notary Public
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Santa Clara

On May 14, 2018 before me, Sandra Hernandez, Notary Public

Date Here insert Name and Title of the Officer

personally appeared Robert Asuncion, Andrew Bader

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: ____________________________

Document Date: ____________________________

Number of Pages: ____________________________

Signer(s) Other Than Named Above: ____________________________

Capacity(ies) Claimed by Signer(s)

Signer’s Name: ____________________________

Signer’s Name: ____________________________

Corporate Officer — Title(s): ____________________________

Corporate Officer — Title(s): ____________________________

Partner — Limited General ____________________________

Partner — Limited General ____________________________

Individual Attorney in Fact ____________________________

Individual Attorney in Fact ____________________________

Trustee Guardian or Conservator ____________________________

Trustee Guardian or Conservator ____________________________

Other: ____________________________

Other: ____________________________

Signer Is Representing: ____________________________

Signer Is Representing: ____________________________

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LIST OF SUBCONTRACTORS
TO ACCOMPANY PROPOSAL

In compliance with the provisions of Public Contract Code Section 4104, the undersigned bidder submitting this bid proposal sets forth the name, place of business and the portion of the work to be performed by: 1) each subcontractor who will perform work or labor or render service to the bidder (as general Contractor) in or about the construction of the work or improvement; and 2) each subcontractor licensed by the State of California who, under subcontract to the bidder, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the bidder's total bid or, in the case of bids or offers for the construction of streets, highways or bridges, in excess of one-half of one percent of the bidder's total bid or ten thousand dollars ($10,000), whichever is greater.

<table>
<thead>
<tr>
<th>Subcontractor's Name, Address, Telephone #</th>
<th>Bid Item Number</th>
<th>Percent Of Total Bid</th>
<th>Description of Work</th>
<th>Percent Of Total Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Smithson Electric &amp; Saw Inc.</td>
<td>Extra. 1</td>
<td>20%</td>
<td>Concrete Cutting &amp; Loop Wire Installation</td>
<td>20%</td>
</tr>
<tr>
<td>1938 Katella Avenue, Orange, CA</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(714) 997-9556</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
BID BOND TO ACCOMPANY PROPOSAL

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Placentia, has issued an invitation for bids for the work described as follows:

TRAFFIC SIGNAL SYSTEM MAINTENANCE

WHEREAS Bear Electrical Solutions, Inc.
1341 Archer Street
Alviso CA 95002

(Name and address of Bidder)

("Principal"), desires to submit a bid to Public Agency for the work.

WHEREAS, bidders are required under the provisions of the California Public Contract Code to furnish a form of bidder's security with their bid.

NOW, THEREFORE we, the undersigned Principal, and International Fidelity Insurance Company
2999 Oak Road, Suite 820
Walnut Creek CA 94597

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Public Agency in the penal sum of ten percent of the amount bid.

Dollars ($10% ....... ..........................), being not less than ten percent (10%) of the total bid price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bonded Principal is awarded a contract for the work by the Public Agency and, within the time and in the manner required by the bidding specifications, enters into the written form of contract included with bidding specifications, furnishes the required bond, one to guarantee faithful performance and the other to guarantee payment for labor and materials, and furnishes the required insurance coverage, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs incurred by the Public Agency in the suit and reasonable attorneys' fees in an amount fixed by the court. Surety hereby waives the provisions of California Civil Code § 2845.
IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereof affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: May 2, 2018

"Principal"
Bear Electrical Solutions, Inc.

By: ____________________________
   Its Vice President

(by)

Surety
International Fidelity Insurance Company

By: ____________________________
   Its Attorney-In-Fact, Vincent M. Scolari

(by)

Note: This bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Santa Clara

On May 2, 2018 before me, P. K. Simich, Notary Public

Date
Here Insert Name and Title of the Officer

personally appeared Vincent M. Scolari
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: __________________________ Document Date: __________________________
Number of Pages: __________________________ Signer(s) Other Than Named Above: __________________________

Capacity(ies) Claimed by Signer(s)
Signer’s Name: __________________________
☐ Corporate Officer — Title(s): __________________________
☐ Partner — Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: __________________________
Signer is Representing: __________________________

Signer’s Name: __________________________
☐ Corporate Officer — Title(s): __________________________
☐ Partner — Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: __________________________
Signer is Representing: __________________________

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ATTACHMENT 2
POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY
ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY, a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

VINCENT M. SCOLARI, F. R. HUDSON, III, DAVID J. BACHAN, CHARLES M. GRISWOLD,
DEBORAH L. TABLAK, WENDY R. PASTORA, PATRICIA K. SIMICICH, YESENA RIVERA

Watsonville, CA.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 16th day of August, 2010:

"RESOLVED, that (1) the President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact of agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether hereunto or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and affixed these presents on this 12th day of March, 2012.

On this 12th day of March 2012, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY: that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Newark, New Jersey this day and year first above written.

ROBERT W. MINSTER
Executive Vice President/Chief Operating Officer
(International Fidelity Insurance Company) and President (Allegheny Casualty Company)

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 2nd day of May, 2018.

MARIABRANCO, Assistant Secretary

ATTACHMENT 2
<table>
<thead>
<tr>
<th>Employee Name and Position</th>
<th>Residence</th>
<th>Years of Experience</th>
<th>% Work for City</th>
<th>Certifications/Licenses</th>
<th>Traffic Signal</th>
<th>Streetlighting</th>
<th>ITS USA</th>
<th>Econoline Systems</th>
<th>Video Detection</th>
<th>Wireless Interconnect</th>
<th>Ethernet/Copper</th>
<th>Smart Streetlights</th>
<th>Fiber Optics</th>
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<tbody>
<tr>
<td>Robert Asuncion - Principal / Traffic Engineer</td>
<td>San Jose</td>
<td>19</td>
<td>5</td>
<td>Class A - Contractors, TP NO. 2256, IMSA Level II, Field, Level II Bottles - ACTRA/TACTCS proficient</td>
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<td>X</td>
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<tr>
<td>Justin Cataldo - Regional Manager</td>
<td>Brea</td>
<td>23</td>
<td>20</td>
<td>OSHA, SWPPP, IIIP</td>
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<td>X</td>
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<td>Wes Swanson</td>
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<td>NEC, IMSA Level III</td>
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<td>Ralph Muniko</td>
<td>Corona</td>
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<td>Minh Pham</td>
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<td>Huy Nguyen</td>
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<td>Art Torres</td>
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<td>Bernardo Torres</td>
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<td>Christopher Garcia</td>
<td>Whittier</td>
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<td>IMSA Work Zone</td>
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<td>Rene Simon</td>
<td>San Jose</td>
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<td>IMSA Work Zone, Fiber Optic Certified</td>
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</tbody>
</table>

*Table 1.0 Placentia Electrician/Engineer Team*
ATTACHMENT A

GENERAL PROVISIONS
AND CONTRACT SCOPE OF WORK

GENERAL
Contractor shall provide monthly, quarterly, bi-annually and annual preventive maintenance, approved response maintenance and emergency response maintenance to traffic signal equipment, safety lights, flashing beacons, RRFB’s, speed feedback signs, and other existing/future related equipment by duly trained and qualified personnel approved by the City. Contractor shall furnish all tools, equipment, apparatus, facilities, labor, services and material and perform all work necessary to maintain in a good and workmanlike manner all traffic signal facilities at the locations listed herein.

All work performed or equipment or parts supplied by Contractor shall be subject to the inspection and approval of City. The "City" shall mean Director of Public Works or their authorized representative. "Director of Public Works" shall mean the Director of Public Works or authorized representative.

All Preventive Maintenance will be billed at an established unit bid price, with approved extraordinary maintenance and repairs along with emergency response maintenance paid on a time and materials basis based on the established hourly labor rates in the bid schedule. Materials may only be marked up a maximum of 15% and back up materials indicating the cost for the materials paid by the contractor shall be submitted with all extraordinary maintenance and repair invoices. All vehicle and equipment rates shall be included in the hourly rate paid for extraordinary or emergency work. No additional compensation will be allowed.

Any inability to provide Preventive Maintenance, as scheduled, to each traffic signal, safety light, flashing beacon, and speed feedback sign will result in Contractor being subjected to liquidated damages of $400 per day, per traffic signal location.

Contractor shall provide Emergency Response for City's traffic signals, safety lights, flashing beacons and speed feedback signs on a twenty-four (24) hour a day, seven (7) days per week basis, including all holidays.

Contractor shall cooperate with City in recalibrating traffic signal coordination timing and progression. Contractor shall change the timing of traffic signals only upon the direction or advance written approval of City. During emergency conditions, Contractor shall assure full cooperation with the City and employees of the City and other agencies, as indicated.

Contractor shall not represent City in matters of policy or procedures under this contract, shall not make any reference to City policy or procedures to other than
the City, and shall refer all questions or inquiries from the public regarding policy, procedures, or terms and conditions of the contract, to City.

2. **QUALIFICATIONS**

Contractor shall have available and readily accessible all required tools, equipment, apparatus, facilities, skilled labor services and materials to perform all work necessary to maintain the traffic signal facilities in good workmanlike manner.

All signal work shall be performed in accordance with the latest Standard Plans and Section 86 of the Standard Specifications for the State of California, Department of Transportation, and shall be in compliance with the latest version of the *California Manual on Uniform Traffic Control Devices* (CA MUTCD).

Contractor shall assign at least one full-time signal maintenance technician to maintain City's signals, flashers, and appurtenant equipment. At a minimum, one of these technicians shall have certifications of Level II Traffic Signal Technician from the International Municipal Signal Association (IMSA), for at least two years. City reserves the right to determine the Contractor's assignment of personnel to City. If appropriate, Contractor shall replace any personnel assigned to City whose performance is considered unacceptable by City. City shall be consulted on any planned change in personnel prior to implementation.

Contractor shall have on hand at all times at least two (2) spare systems compatible controllers for City use in the event of emergency.

Contractor shall maintain a single local telephone number where a live person can be reached twenty-four (24) hours per day. This telephone number shall be made available to all persons designated by City.

Contractor shall have skilled personnel and proper lab-testing facilities to perform inspection of new controller mechanisms including controller units, auxiliary equipment and traffic control appurtenances. All testing and test facilities shall conform to current NEMA Specifications.

Contractor shall keep itself informed of all State and Federal laws and regulations that in any manner affect those employed by it or in any way affect the performance of its services pursuant to this RFP or its proposal. Contractor shall, at all times, observe and comply with all such laws and regulations. City, and its officers and employees, shall not be liable at law or in equity by reason of the failure of Contractor to comply with this paragraph.

3. **EQUIPMENT REQUIRED**

Contractor shall provide vehicle(s) to be used by the technicians serving the City, which shall be equipped with a permanently mounted arrow board; warning beacon/strobe lights; traffic cones; construction warning signs; a hydraulic bucket capable of reaching a height of at least twenty-eight (28) feet above the roadway surface; necessary computer laptop for programming, maintenance and testing
of traffic signal controllers and various equipment; portable CCTV monitor; and communications equipment for dispatch. All of Contractor's employees working within the boundaries of City shall be equipped with a communications device capable of instant 2-way communications for extended periods of time with Contractor's shop or with City staff.

Contractor must possess and have readily available, in functioning order, all required tools, equipment, apparatus, facilities and materials needed to perform all work necessary to maintain and repair the traffic signals, safety lights, flashing beacons, RRFB's and speed feedback signs in the City, in compliance with current Caltrans and County of Orange standards and specifications. All excess materials and equipment in Contractor's inventory shall be the property and responsibility of Contractor until such materials or equipment is used or installed in City.

Contractor shall be equipped with spare parts sufficient to return a defective signal to operation following ordinary trouble calls. In those cases where a complex controller or component has to be repaired, Contractor shall install a substitute controller or component of his own while he is repairing the defective controller or component. Such substitute equipment shall be compatible with City's system.

4. PREVENTIVE MAINTENANCE

The agreement price for Preventive Maintenance shall include the following services and any other service not specified under Approved Response Maintenance or Emergency Response Maintenance, including service of the signalized intersections within the BNSF Railroad Corridor Quiet Zone.

a. Quiet Zone Intersections

Quiet Zone intersections include railroad pre-emption, additional signal heads and additional equipment in the controller cabinets to monitor and operate the loop detectors associated with the railroad quad gate system. The current Quiet Zone locations are listed below:

- Orangethorpe Avenue and Richfield Road
- Orangethorpe Avenue and Van Buren Street
- Orangethorpe Avenue and Jefferson Street

b. Monthly Inspections

Contractor shall make a routine inspection of all traffic signal equipment, including the interconnect conduit/cables, video detection cameras, flashing beacons, RRFB's and permanent speed feedback signs, once per month. Contractor shall maintain a written record in each controller cabinet showing the date and time checked. Controller assemblies shall not be replaced, except for repair, without prior approval of City.
The monthly inspection of each signalized intersection shall include, at a minimum, the following:

1. Walk the intersection and visually inspect all signal heads and video detectors (where applicable) for proper operation, alignment, broken lenses, and missing parts. Depress all pedestrian push buttons and observe the proper timing and display. Report any observed problems to City. Correct any minor observed problems as soon as possible thereafter and make arrangements for any other needed repairs/replacements.

2. Contractor shall furnish and replace all standard LED signal modules at all traffic signals as they become non-functional or inoperative. Material and/or labor and equipment for all LED outages still covered under manufacture warranty is included, when applicable.

3. Examine the functioning of the controller in relation to the traffic. Report functional and timing problems to City as soon as possible. Correct functional problems as soon as approved by City.

4. Inspect, clean, and adjust each controller and cabinet assembly, each video detection camera, and each battery backup system.

5. Observe and check for proper operation of the detector loops and amplifiers. Adjust or re-tune the detector amplifiers and correct substandard splices, as necessary. Report improper detection operation and causes to City.

6. Inspect all relays, switches, and terminals, etc. and replace or make adjustments, as necessary. Make arrangements to promptly fix those deficiencies which cannot be corrected immediately.

7. Check and adjust fan operation. Check the filter for tight fit, and tape, if required. Clean and vacuum the cabinet, as necessary. Examine cabinet exterior for water, excessive dampness, and plant or animal intrusion. Determine cause and correct the condition.

8. Inspect battery backup system (if the signal is equipped with such unit) to ensure unit is fully charged. Report improper operation to City.

9. Manually record inspection date and time in controller cabinet and send written confirmation of monthly inspection with recommendations to the City.
The monthly inspection of City's signal system shall also include the tasks listed below. Report all malfunctions to City and make arrangements to promptly fix deficiencies.

1. Make nighttime drive through each signalized intersection to visually inspect for malfunctions of traffic signals, illuminated street name signs (ISNS) and highway safety lights. Contractor shall submit a monthly night survey to City indicating outages of traffic signals, safety lights, and illuminated street name signs, and the date and time of the survey for each.

2. Observe and check the flashing beacons and RRFB's for proper operation and for missing or damaged equipment.

3. Observe and check the permanent speed feedback signs for proper operation and for missing or damaged equipment.

The 3-month inspection of each signalized intersection (in addition to monthly) shall include, at a minimum:

1. Check the signal timing settings and match with the timing sheet found in the controller cabinet provided by City. Immediately report any discrepancies to City.

2. Visually inspect roadway along loop detectors for possible exposed wires, cracks and potholes. Contractor shall clean and fill deteriorated loop detector saw cuts with epoxy as necessary. Once it is determined by City that the saw cut has deteriorated to a point that applying more epoxy is insufficient, the detector shall be replaced. Contractor shall replace deteriorated loop detectors as part of approved response maintenance (Section 5) at the contract unit price. This price shall include the saw cut lead-ins as required. Contractor shall also inspect loop stub out and home run locations for deterioration and depressions, and fill, as necessary. All loop detector problems and repairs shall be reported to City in writing.

3. Make any minor repairs to controller, monitor and other equipment, as needed. Otherwise, report other needed repairs to City and arrange for the repairs.

4. Check operation of City-owned battery backup systems and batteries and make recommendation to the City.

5. Manually record inspection date and time in controller cabinet and send written confirmation of monthly inspection with recommendations to the City.
The 6-month inspection of each signalized intersection (in addition to monthly and 3-month) shall include, at a minimum:

1. Replace the air filter elements, in all cabinets so equipped. Replacement shall be a vinyl-poly air filter. No paper or metal filters are to be used.
2. Check ground rod clamps and wire.
3. Check for all cabinet documentation to make sure it is in cabinet.
4. Check operation of fan and thermostat.
5. Check operation of ground fault receptacle.
6. Visually check integrity of splices.
7. Manually record inspection date and time in controller cabinet and send written confirmation of monthly inspection with recommendations to the City.

Annual Preventive Maintenance of each signalized intersection (In addition to monthly, 3-month and 6-month) shall include, at a minimum:

1. Clean and polish all traffic signal and video camera lenses.
2. Check weatherproof gaskets on controller cabinet.
3. Check duct sealant in each pull box and cabinet.
4. Lubricate hinges and locks on controller cabinet.
5. Check all indicator lamps. Replace all incandescent lamps.
6. Test and record illuminence of all LED lamps. Replace all lamps that fail minimum required levels (See monthly note).
7. Open and inspect all pull boxes.
8. Check all connectors.
9. Check all detector extensions.
10. Manually record inspection date and time in controller cabinet and send written confirmation of monthly inspection with recommendations to the City.

Contractor shall paint the traffic signal equipment listed below at least once during the base 3-year contract as part of the Preventive Maintenance contract unit price. Repainting shall be conducted by spray painting methods. Contractor shall record painting date and time in controller cabinet and send monthly written confirmation of completed work with recommendations to the City.
1. Pedestrian heads including frameworks.

2. Pedestrian pushbuttons including frameworks.

3. Vehicular signal heads, back plates and visors including frameworks.

c. **Compensation for Preventive Maintenance**

   City will compensate Contractor based on the unit bid pricing included in the base bid schedule for Preventive Maintenance in Exhibit B for the monthly, quarterly, bi-annually, and annual preventive maintenance services previously described in this section.

d. **Compensation for Extraordinary Repairs**

   City will compensate Contractor based on a time and materials basis utilizing the hourly rates included in the Contractor's bid schedule. Time shall be calculated in ¼ hour increments. A maximum 15% markup on all materials purchased and utilized for repairs will be allowed. Backup materials outlining the costs paid by the Contractor for materials utilized for Extraordinary Repairs must be attached to the invoice. All vehicle and equipment costs shall be included in the hourly rates provided in the bid schedule. Responding drive time to the affected intersection shall NOT be included in the total number of hours to be compensated for Extraordinary or Emergency response work.

5. **APPROVED RESPONSE MAINTENANCE**

Contractor shall investigate and determine the corrective requirements for each reported malfunction, failure or outage of the traffic signal system. The malfunctions, failures or outages that do not require an emergency response (see Section 6), shall be considered “Approved Response Maintenance” that shall only be performed upon approval by City (see “Notification”). City will provide a simple approval form that can be faxed or emailed to the City for a quick response.

Contractor shall replace or repair any and all defective parts of the signal system caused by signal failure or malfunction, as the occasion arises, including, but not limited to the signal controller, master controllers, modems, conflict monitors, relays, interconnect, flashers, lamps, LED modules, detector loops, video detection cameras, home run locations, push buttons, sensing units, safety lights, illuminated street name sign lights (ISNS), safety lights, load switches, flasher switches, breaker switches, ballasts, starters, sockets, fuses, fuse holders, photoelectric cells, battery back-up units, and wiring systems. ISNS lamps shall be F72T2 Cool White Fluorescent lamps meeting the requirements of ANSI STD. C78. At the time of “re-lamping”, Contractor shall clean and polish all lenses and reflectors, align signal heads and adjust all mast arm mounted street name signs, including illuminated street name signs, and safety lights.
No permanent change shall be made without prior approval of City. Whenever equipment is removed, Contractor shall notify City by phone and email within twenty-four (24) hours.

a. Approved Response Maintenance shall consist of but not be limited to the following:

1. Loop detector replacement.
2. LED module replacement.
3. LED module replacement.
4. ISNS lamp replacement.
5. Safety light replacement.
6. Replacement of internally illuminated street name signs. Replacements shall meet the latest California MUTCD and City standards, particularly regarding letter size.
7. Replacement of Walk/Don't Walk pedestrian signal lamps, as they become non-functional or inoperative, or as directed by City, with solid-state (Walking Person/Upraised Hand or Walking Person/Upraised Hand/Countdown pedestrian signal) indicators.
8. Replacement of Walking Person/Upraised Hand and Walking Person/Upraised Hand/LEDs as they become non-functional or inoperative. May be upgraded to Walking Person/Upraised Hand/Countdown pedestrian signal indicators, as directed by City. Contractor shall also replace ballasts and transformers/solid-state transformers for these units as required.
9. Replacement of Walking Person/Upraised Hand/Countdown pedestrian signal lamps/LEDs as they become non-functional or inoperative. Contractor shall also replace ballasts and transformers/solid-state transformers for these units as required.
10. Installation of complete new pedestrian heads with Walking Person/Upraised Hand or Walking Person/Upraised Hand/Countdown pedestrian signal indications (as directed by City), solid-state transformers, and clamshell mountings.
11. Repainting of electric meter service cabinets, and controller cabinets. Repainting shall be conducted by spray-painting methods. Controller cabinets shall be painted with enamel (aluminum color) or as otherwise directed by City.
12. Installation or replacement of new battery back-up units, as directed by the Director of Public Works.

13. Installation or replacement of new electrical service cabinets, as directed by the Director of Public Works.

14. Minor upgrades or installations as directed by City.

b. Notification. Contractor shall contact the Director of Public Works or his approved designee regarding any Approved Response Maintenance and obtain City's prior approval before the work is scheduled, using the Approval Form provided by City. Contractor shall notify the Director of Public Works or his designee and obtain approval in advance before any work is commenced, except in emergencies where injury or property damage may result without prompt response.

c. Compensation for Approved Response Maintenance

City shall compensate Contractor for Approved Response Maintenance required beyond the scope of Preventive Maintenance as follows:

1. Materials. City shall pay Contractor for materials used in Approved Response Maintenance at Contractor's cost from the supplier plus the percentage markup specified in this agreement. All materials and parts shall be new or have the approval of the Director of Public Works, if otherwise. City has the right to inspect Contractor's records to verify any material costs used in Approved Response Maintenance.

2. Direct Labor. Contractor shall present with his monthly invoice a record of hours spent in Approved Response Maintenance of traffic signals and appurtenances per intersection, per response. City shall pay Contractor for such hours of Approved Response Maintenance at the rates specified in this agreement. Said hourly rates shall be the total cost to City. Rates shall include all compensation for wages, profit, overhead, any fringe benefits such as employer payments to, or on behalf of workmen for health and welfare, insurance worker's compensation, pension, vacation, sick leave or any local, State, Federal or union tax or assessment and vehicle and equipment costs.

6. EMERGENCY RESPONSE MAINTENANCE

Emergency Response Maintenance is typically performed in response to a failure or malfunction of the signal system caused by equipment failure, vehicle collision, vandalism, civil disorder, windstorm, natural disasters, street construction, or
excavation, where injury or property damage may result without prompt response.

Contractor shall investigate and determine the corrective requirements for each reported malfunction, failure or outage of the traffic signal system. The malfunctions, failures or outages that require an emergency response, shall be considered "Emergency Response Maintenance," not requiring advance approval by City. In response to an emergency, Contractor shall replace or repair any and all defective parts of the signal system causing signal failure or malfunction, as needed to bring the signal system to operating condition.

Contractor shall maintain a twenty-four (24) hour per day emergency service for the repair of signal system controller malfunctions or any damage creating a public hazard, for which Contractor shall repair parts, replace parts and lamps, and otherwise keep the traffic signals in good working condition. Contractor shall maintain a local telephone number where he can be reached twenty-four (24) hours per day. This telephone number is to be made available to all persons designated by City.

Contractor shall respond within one (1) hour to service calls on an emergency basis. However, Contractor shall respond immediately to emergency calls such as a total blackout, when directed by City or Public Safety personnel.

For the emergency repair of a signal, which is totally blacked out, the following procedure of traffic control shall apply:

a. Contractor shall dispatch qualified personnel and equipment to reach the site within one (1) hour under normal conditions. Contractor's vehicles shall carry traffic cones, flashing arrow boards, traffic warning signs, etc., which shall be used when directing traffic during an emergency and/or when deemed necessary by the signal technician or City Representative.

b. If no police officer is present and temporary stop signs have been set up when Contractor arrives at the site, Contractor shall set up more traffic warning and control devices if deemed necessary and proceed to repair the signal. Prior to putting the traffic signal back in operation, Contractor shall remove all of the temporary traffic control devices and return those devices owned by City to the City Yard.

c. Compensation for Emergency Response Maintenance

City shall compensate Contractor for Emergency Response Maintenance required beyond the scope of Preventive Maintenance as follows:

1. Materials. City shall pay Contractor for materials used in Emergency Response Maintenance at Contractor's cost from the supplier plus the percentage markup specified in this agreement. All materials and parts shall be new or have the approval of the Director of Public Works, if otherwise.
has the right to inspect Contractor's records to verify any material costs used in Emergency Response Maintenance.

2. **Direct Labor.** Contractor shall present with his monthly invoice a record of hours spent in Emergency Response Maintenance for traffic signals and appurtenances per intersection. City shall pay Contractor for such hours of Emergency Response Maintenance at the rates specified under extraordinary repairs bid schedule in this agreement. Said hourly rates shall be the total cost to City. Rates shall include all compensation for wages, profit, overhead, any fringe benefits such as employer payments to, or on behalf of workmen for health and welfare, insurance worker's compensation, pension, vacation, sick leave, or any local, State, Federal or union tax or assessment and vehicle and equipment costs.

7. **NOTIFICATION**
Contractor shall notify City within 24 hours of the alteration of the operation of any signal or the installation or removal of any substitute controller or component, by telephone and by e-mail.

8. **SHUTDOWNS**
Contractor shall notify the Placentia Police Department and the Director of Public Works of any signal turn-offs or turn-ons necessitated by his operations and shall not make said turn-offs or turn-ons until a police officer is present or unless given permission to proceed without police control by the Director of Public Works.

9. **RECORDS**
Contractor shall maintain a record of all service calls and work performed upon the signal equipment, listing dates, hour of day and description of service work performed. A copy of such record shall be maintained at all times within the controller cabinet at each signal location.

A log sheet giving a brief description of all Preventive Maintenance, Approved Response Maintenance and Emergency Response Maintenance shall be attached to each monthly invoice.

Each monthly invoice shall summarize the work performed, noting the monthly Preventive Maintenance fee, the total fee for Approved Response Maintenance for the month, the total fee for Emergency Response Maintenance for the month, and the grand total of charges for the month. A monthly report of activities for each intersection's events, sorted by type of maintenance, then sorted by date/time, shall be attached to the monthly invoice in support of the monthly charges.
10. **COMPENSATION**

City will compensate Contractor at the unit price per signalized intersection for Preventive Maintenance, and at the labor and equipment costs for Approved Response Maintenance and Emergency Response Maintenance, as described in sections 4, 5 and 6 herein per month.

Contractor shall agree to receive and accept the prices shown in his bid proposal as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this contract; and also for all loss or damage arising out work performed, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof.

11. **ADDITIONS TO SYSTEM**

Contractor shall maintain, at the same unit price, additional traffic signals and appurtenant devices as they are installed, or become a part of the maintenance requirements of City. In the event that notification is made of a new installation at other than the beginning of a monthly period, the unit cost of preventive maintenance will be prorated from the day Contractor is notified.

12. **TYPES OF SIGNALS**

The agreed-upon prices for Preventive Maintenance, Approved Response Maintenance, and Emergency Response Maintenance shall apply to all types of signal controllers, accessories and systems as may exist in City now or that may be installed during the life of the contract.

13. **TRAFFIC CONTROL**

Contractor shall provide safe and continuous passage for pedestrian and vehicular traffic at all times. Contractor shall obtain a no-fee encroachment permit from City prior to any lane closures or construction activity within City rights-of-way. All warning lights, signs, flares, barricades, delineators, detours and other facilities for the sole convenience and direction of public traffic shall be furnished and maintained by Contractor. All traffic control shall conform to, and be placed in accordance with, the latest California Manual on Uniform Traffic Control Devices. Flashing arrow boards shall be furnished and maintained as directed by the Director of Public Works.

During working hours, a minimum of one 12-foot wide travel lane in each direction, and all existing left-turn pockets whenever feasible, shall be maintained. No lane closures on arterial highways will be permitted between the hours of 7:00 a.m. and 9:00 a.m. or 4:00 p.m. and 6:00 p.m., unless an emergency situation exists and such a closure is necessary to safeguard the traveling public. Separation between travel lanes, channelization and delineation
of the maintenance area shall be accomplished by the use of delineators and/or cones placed at a maximum of 15 feet on center.

Each vehicle used to place and remove components of a traffic control system on multi-lane highways shall be equipped with a flashing arrow board, which shall be in operation when the vehicle is being used for placing, maintaining or removing said components. The flashing arrow board shall be in place before a lane closure(s) requiring its use is implemented. When maintenance is complete, all traffic control signs, barricades, delineators, etc., shall be removed from the site.

14. **PUBLIC CONVENIENCE AND SAFETY**

Contractor shall so conduct his operation as to cause the least possible obstruction and inconvenience to public traffic. Contractor shall furnish and maintain such fences, barriers, lights, warning devices and signs in compliance with the current *California Manual on Uniform Traffic Control Devices* (CA MUTCD) and the current *Work Area Traffic Control Handbook* (WATCH) as may be deemed necessary by the Director of Public Works to give adequate warning to the public at all times that the Road or Street is obstructed and of any abnormal conditions which would be encountered as a result thereof. Excavation shall not occur without prior notification to Underground Service Alert.

15. **NEW SIGNAL CONSTRUCTION**

From time to time, City may construct new signalized intersections. Contractor shall inspect the construction of new traffic signals as directed by City. The findings are to be presented to the representative designated by the Director of Public Works for their evaluation.

16. **LABOR STRIKE**

Contractor shall continue to provide continuous maintenance services, without any interruptions, of all traffic signals in City in case of any labor strikes. Contractor shall provide other means, at his own cost, to provide comparable continuous service as if there were no strike. Failing to do so will cause City to take whatever action is deemed necessary to provide such service and the cost will be borne by Contractor.

17. **PATENTS**

Contractor shall assume all responsibilities arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the work.

18. **RESPONSIBILITY FOR DAMAGE**

City, its City Council, employees and agents shall not be answerable or accountable, in any manner, for any loss or damage that may happen to the work or any part thereof; or for any material or equipment used in performing the work; or for injury or damage to any person or persons, either workmen or the public; for damage to adjoining property from any cause whatsoever during the progress of the work or at any time before final acceptance.
19. **SIGNALIZED INTERSECTIONS**

Contractor shall maintain the sixty-nine (69) signal facilities as defined herein at the locations shown in Table 1, below.

<table>
<thead>
<tr>
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<th>TRAFFIC SIGNALS MAINTAINED BY THE CITY OF PLACENTIA</th>
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<td>1</td>
<td>Alta Vista Street</td>
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**Quiet Zone Intersections**

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<tr>
<th></th>
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<tr>
<td>59</td>
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<td>Richfield Road</td>
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<tr>
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<td>Orangethorpe Avenue</td>
<td>Van Buren Street</td>
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**Flashing Beacon and RRFB Locations**

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<tr>
<th></th>
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<th>Seville Street</th>
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<tr>
<td>62</td>
<td>Yorba Linda Boulevard</td>
<td>Carthage Street</td>
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<td>Valencia Avenue</td>
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<td>La Jolla Street</td>
<td>Lawrence Street</td>
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<td>Valencia Avenue</td>
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<td>68</td>
<td>Valencia Avenue</td>
<td>Chickasaw Drive</td>
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CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LIC #0056172 1-888-845-2248
McSherry & Hudson
160 West Santa Clara Street
Suite 715
San Jose, CA 95113

INSURED
Bear Electrical Solutions, Inc.
1341 Archer Street
Alviso, CA 95002

COVERAGES
CERTIFICATE NUMBER: 53160767

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR:LIR TYPE OF INSURANCE ADD'L SUB: INSURER: POLICY NUMBER POLICY EFP POLICY EXP LIMITS
A GENERAL LIABILITY X X CAS-00003529-01 04/01/16 04/01/19 EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Any person) $1,000,000 $100,000 MED EXP (Any one person) $5,000 $5,000 PERSONAL & ADV INJURY $1,000,000 GENERAL AGGREGATE $2,000,000 PRODUCTS - COMPOUND AGG $2,000,000 $2,000,000 B AUTOMOBILE LIABILITY X X BAW57113287 04/01/16 04/01/19 COMBINED SINGLE LIMIT (Any accident) $1,000,000 BODILY INJURY (Per person) $50,000 BODILY INJURY (Any accident) $100,000 PROPERTY DAMAGE (Per accident) $250,000 $250,000 C UMBRELLA LIABILITY X X LA188X9007851C 04/01/16 04/01/19 EACH OCCURRENCE AGGREGATE $5,000,000 $5,000,000 DEFL: RETENTION $ D RENTED/LEASED EQUIPMENT BMO57113287 04/01/16 04/01/19 LIMIT 259,000 D SCHEDULED EQUIPMENT BMO57113287 04/01/16 04/01/19 LIMIT 357,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: Maintenance Services Agreement
The City of Placentia and its elected and appointed boards, officers, officials, agents, employees, and volunteers are to be covered as additional insured.
Coverage is primary and non contributory.

CERTIFICATE HOLDER
City of Placentia
401 N. Chapman
Placentia, CA 92870

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2010/05)

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ATTACHMENT 2
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

<table>
<thead>
<tr>
<th>Name Of Additional Insured Person(s) Or Organization(s)</th>
<th>Location And Description Of Completed Operations</th>
</tr>
</thead>
<tbody>
<tr>
<td>Any person or organization that is an owner of real property or personal property for whom you work or have worked, or a contractor on whose behalf you work or have worked, but only if coverage as an additional insured extending to “bodily injury” or “property damage” included in the “products-completed operations hazard” is required by a written contract or written agreement that is an “insured contract” and provided that the “bodily injury” or “property damage” first occurs subsequent to the execution of the contract or agreement.</td>
<td>All locations except locations where &quot;your work&quot; is or was related to a job or project involving single-family dwellings, multi-family dwellings (other than rental)</td>
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Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
   1. Your acts or omissions; or
   2. The acts or omissions of those acting on your behalf;
   in the performance of your ongoing operations for the additional insured.
However, the insurance afforded to such additional insured:
   1. Only applies to the extent permitted by law; and
   2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
   This insurance does not apply to:
   1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
      a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
      b. Supervisory, inspection, architectural or engineering activities.
This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.
2. "Bodily injury" or "property damage" occurring after:
   a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
   b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:
   The most we will pay on behalf of the additional insured is the amount of insurance:
   1. Required by the contract or agreement you have entered into with the additional insured; or
   2. Available under the applicable Limits of Insurance shown in the Declarations;
   whichever is less.
   This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.
This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement prior to the date of loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO COVERAGE ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

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SECTION II - LIABILITY COVERAGE is amended as follows:

1. BROAD FORM INSURED

   SECTION II - LIABILITY COVERAGE, paragraph A.1. - WHO IS AN INSURED is amended to include the following as an insured:

   d. Any legally incorporated entity of which you own more than 50 percent of the voting stock during the policy period. However, "insured" does not include any organization that:

      (1) Is a partnership or joint venture; or

      (2) Is an insured under any other automobile policy; or

      (3) Has exhausted its Limit of Insurance under any other automobile policy.

   Paragraph d. (2) of this provision does not apply to a policy written to apply specifically in excess of this policy.

   e. Any organization you newly acquire or form, other than a partnership or joint venture, of which you own more than 50 percent of the voting stock. This automatic coverage is afforded only for 180 days from the date of acquisition or formation. However, coverage under this provision does not apply:

      (1) If there is similar insurance or a self-insured retention plan available to that organization;
(2) If the Limits of Insurance of any other insurance policy have been exhausted; or
(3) To "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

2. EMPLOYEES AS INSURED

SECTION II - LIABILITY COVERAGE, paragraph A.1. - WHO IS AN INSURED is amended to include
the following as an insured:

f. Any "employee" of yours while using a covered "auto" you do not own, hire or borrow, but only
for acts within the scope of their employment by you. Insurance provided by this endorse-
ment is excess over any other insurance available to any "employee".

g. An "employee" of yours while operating an "auto" hired or borrowed under a written contract
or agreement in that "employee's" name, with your permission, while performing duties re-
lated to the conduct of your business and within the scope of their employment. Insurance
provided by this endorsement is excess over any other insurance available to the "employee".

**** 3. ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT

SECTION II - LIABILITY COVERAGE, paragraph A.1. - WHO IS AN INSURED is amended to include
the following as an insured:

h. Any person or organization with respect to the operation, maintenance or use of a covered
"auto", provided that you and such person or organization have agreed in a written contract,
agreement, or permit issued to you by governmental or public authority, to add such person, or
organization, or governmental or public authority to this policy as an "insured".

However, such person or organization is an "insured":

(1) Only with respect to the operation, maintenance or use of a covered "auto";
(2) Only for "bodily injury" or "property damage" caused by an "accident" which takes
place after you executed the written contract or agreement, or the permit has been
issued to you; and
(3) Only for the duration of that contract, agreement or permit.

4. SUPPLEMENTARY PAYMENTS

SECTION II - LIABILITY COVERAGE Coverage Extensions, 2.a. Supplementary Payments, para-
graphs (2) and (4) are replaced by the following:

(2) Up to $3,000 for cost of bail bonds (including bonds for related traffic violations ) required
because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the insured at our request, including actual loss of earn-
ings up to $500 a day because of time off from work.

5. AMENDED FELLOW EMPLOYEE EXCLUSION

In those jurisdictions where, by law, fellow employees are not entitled to the protection afforded to
the employer by the workers compensation exclusivity rule, or similar protection, the following
provision is added:

SECTION II - LIABILITY, exclusion B.5. FELLOW EMPLOYEE does not apply if the "bodily injury"
results from the use of a covered "auto" you own or hire.

SECTION III - PHYSICAL DAMAGE COVERAGE is amended as follows:

6. HIRED AUTO PHYSICAL DAMAGE

Paragraph A.4. Coverage Extensions of SECTION III - PHYSICAL DAMAGE COVERAGE, is amended
by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified
Causes of Loss or Collision coverage are provided under the Business Auto Coverage Form for any
"auto" you own, then the Physical Damage coverages provided are extended to "autos":

a. You hire, rent or borrow; or
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b. Your "employee" hires or rents under a written contract or agreement in that "employee's" name, but only if the damage occurs while the vehicle is being used in the conduct of your business, subject to the following limit and deductible:

A. The most we will pay for "loss" in any one "accident" or "loss" is the smallest of:
   1. $50,000; or
   2. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
   3. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality, minus a deductible.

B. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage.

C. Subject to the limit, deductible and excess provisions described in this provision, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

D. Subject to a maximum of $1,000 per "accident", we will also cover the actual loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss.

E. This coverage extension does not apply to:
   1. Any "auto" that is hired, rented or borrowed with a driver; or
   2. Any "auto" that is hired, rented or borrowed from your "employee".

For the purposes of this provision, SECTION V - DEFINITIONS is amended by adding the following: "Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

7. TOWING AND LABOR

SECTION III - PHYSICAL DAMAGE COVERAGE, paragraph A.2. Towing, is amended by the addition of the following:

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" classified and rated as a private passenger type, "light truck" or "medium truck" is disabled:

a. For private passenger type vehicles, we will pay up to $50 per disablement.

b. For "light trucks", we will pay up to $50 per disablement. "Light trucks" are trucks that have a gross vehicle weight (GVW) of 10,000 pounds or less.

c. For "medium trucks", we will pay up to $150 per disablement. "Medium trucks" are trucks that have a gross vehicle weight (GVW) of 10,001 - 20,000 pounds.

However, the labor must be performed at the place of disablement.

8. PHYSICAL DAMAGE - ADDITIONAL TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a., Coverage Extension of SECTION III - PHYSICAL DAMAGE COVERAGE, is amended to provide a limit of $50 per day and a maximum limit of $1,500
9. RENTAL REIMBURSEMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, is amended by adding the following:

a. We will pay up to $75 per day for rental reimbursement expenses incurred by you for the rental of an "auto" because of "accident" or "loss", to an "auto" for which we also pay a "loss" under Comprehensive, Specified Causes of Loss or Collision Coverages. We will pay only for those expenses incurred after the first 24 hours following the "accident" or "loss" to the covered "auto."

b. Rental Reimbursement will be based on the rental of a comparable vehicle, which in many cases may be substantially less than $75 per day, and will only be allowed for the period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days.

c. We will also pay up to $500 for reasonable and necessary expenses incurred by you to remove and replace your tools and equipment from the covered "auto."

d. This coverage does not apply unless you have a business necessity that other "autos" available for your use and operation cannot fill.

e. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under Paragraph 4. Coverage Extension.

f. No deductible applies to this coverage.

For the purposes of this endorsement provision, materials and equipment do not include "personal effects" as defined in provision 11.

10. EXTRA EXPENSE - BROADENED COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you. The maximum amount we will pay is $1,000.

11. PERSONAL EFFECTS COVERAGE

A. SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, is amended by adding the following:

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to $600 for "personal effects" stolen with the "auto."

The insurance provided under this provision is excess over any other collectible insurance.

B. SECTION V - DEFINITIONS is amended by adding the following:

For the purposes of this provision, "personal effects" mean tangible property that is worn or carried by an insured. "Personal effects" does not include tools, equipment, jewelry, money or securities.

12. ACCIDENTAL AIRBAG DEPLOYMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, B. EXCLUSIONS is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion for "loss" relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

Any insurance we provide shall be excess over any other collectible insurance or reimbursement by manufacturer's warranty. However, we agree to pay any deductible applicable to the other coverage or warranty.

13. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, B. EXCLUSIONS, exception paragraph a. to exclusions 4.c. and 4.d. is deleted and replaced with the following:
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Exclusion 4.c. and 4.d. do not apply to:

a. Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is permanently installed in the covered "auto" at the time of the "loss" and such equipment is designed to be solely operated by use of the power from the "auto’s" electrical system, in or upon the covered "auto" and physical damage coverages are provided for the covered "auto"; or

If the "loss" occurs solely to audio, visual or data electronic equipment or accessories used with this equipment, then our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a $100 deductible.

14. LOAN / LEASE GAP COVERAGE

A. Paragraph C., LIMIT OF INSURANCE of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by adding the following:

The most we will pay for a "total loss" to a covered "auto" owned by or leased to you in any one "accident" is the greater of the:

1. Balance due under the terms of the loan or lease to which the damaged covered "auto" is subject at the time of the "loss" less the amount of:
   a. Overdue payments and financial penalties associated with those payments as of the date of the "loss";
   b. Financial penalties imposed under a lease due to high mileage, excessive use or abnormal wear and tear;
   c. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease;
   d. Transfer or rollover balances from previous loans or leases;
   e. Final payment due under a "Balloon Loan";
   f. The dollar amount of any unrepaired damage which occurred prior to the "total loss" of a covered "auto";
   g. Security deposits not refunded by a lessor;
   h. All refunds payable or paid to you as a result of the early termination of a lease agreement or as a result of the early termination of any warranty or extended service agreement on a covered "auto";
   i. Any amount representing taxes;
   j. Loan or lease termination fees; or

2. The actual cash value of the damage or stolen property as of the time of the "loss".

An adjustment for depreciation and physical condition will be made in determining the actual cash value at the time of the "loss". This adjustment is not applicable in Texas.

B. ADDITIONAL CONDITIONS

This coverage applies only to the original loan for which the covered "auto" that incurred the loss serves as collateral, or lease written on the covered "auto" that incurred the loss.

C. SECTION V - DEFINITIONS is changed by adding the following:

As used in this endorsement provision, the following definitions apply:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

A "balloon loan" is one with periodic payments that are insufficient to repay the balance over the term of the loan, thereby requiring a large final payment.
15. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Paragraph D. Deductible of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

No deductible applies to glass damage if the glass is repaired rather than replaced.

16. PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE)

Paragraph D. Deductible of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

The deductible does not apply to "loss" caused by collision to such covered "auto" of the private passenger type or light weight truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as maximum loaded weight the "auto" is designed to carry while it is:

a. In the charge of an "insured";
b. Legally parked; and
c. Unoccupied.

The "loss" must be reported to the police authorities within 24 hours of known damage.

The total amount of the damage to the covered "auto" must exceed the deductible shown in the Declarations.

This provision does not apply to any "loss" if the covered "auto" is in the charge of any person or organization engaged in the automobile business.

17. TWO OR MORE DEDUCTIBLES

Under SECTION III PHYSICAL DAMAGE COVERAGE, if two or more company policies or coverage forms apply to the same accident, the following applies to paragraph D. Deductible:

a. If the applicable Business Auto deductible is the smaller (or smallest) deductible it will be waived; or

b. If the applicable Business Auto deductible is not the smaller (or smallest) deductible it will be reduced by the amount of the smaller (or smallest) deductible; or

c. If the loss involves two or more Business Auto coverage forms or policies the smaller (or smallest) deductible will be waived.

For the purpose of this endorsement company means any company that is part of the Liberty Mutual Group.

SECTION IV - BUSINESS AUTO CONDITIONS is amended as follows:

18. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph B.2. is amended by adding the following:

If you unintentionally fail to disclose any hazards, exposures or material facts existing as of the inception date or renewal date of the Business Auto Coverage Form, the coverage afforded by this policy will not be prejudiced.

However, you must report the undisclosed hazard of exposure as soon as practicable after its discovery, and we have the right to collect additional premium for any such hazard or exposure.

19. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph A.2.a. is replaced in its entirety by the following:

a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when it is known to:

1. You, if you are an individual;

2. A partner, if you are a partnership;

3. Member, if you are a limited liability company;

4. An executive officer or the "employee" designated by the Named Insured to give such notice, if you are a corporation.
To the extent possible, notice to us should include:

(1) How, when and where the "accident" or "loss" took place;
(2) The "insureds" name and address; and
(3) The names and addresses of any injured persons and witnesses.

20. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph A.5., Transfer of Rights of Recovery Against Others to Us, is amended by the addition of the following:

If the person or organization has waived those rights before an "accident" or "loss", our rights are waived also.

21. HIRED AUTO COVERAGE TERRITORY

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph B.7., Policy Period, Coverage Territory, is amended by the addition of the following:

f. For "autos" hired 30 days or less, the coverage territory is anywhere in the world, provided that the insured's responsibility to pay for damages is determined in a "suit", on the merits, in the United States, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

This extension of coverage does not apply to an "auto" hired, leased, rented or borrowed with a driver.

SECTION V - DEFINITIONS is amended as follows:

22. BODILY INJURY REDEFINED

Under SECTION V - DEFINITIONS, definition C. is replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright or death resulting from any of these at any time.

COMMON POLICY CONDITIONS

23. EXTENDED CANCELLATION CONDITION

COMMON POLICY CONDITIONS, paragraph A. - CANCELLATION condition applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation. This provision does not apply in those states which require more than 60 days prior notice of cancellation.
SUPPLEMENT TO CERTIFICATE OF INSURANCE

NAME OF INSURED: Bear Electrical Solutions, Inc.

Additional Description of Operations/Remarks from Page 1:

Additional Information:

Includes:
Additional Insured - ongoing operations per attached CG20330413.
Additional Insured - completed operations per attached CG20370413.
Primary and NonContributory Wording per attached CG20010413.
Waiver of Subrogation per attached form CG24040509.

Auto Liability:
Additional Insured and Waiver of Subrogation per attached form CA88100113.