

PROFESSIONAL SERVICES AGREEMENT
[On-Call Signal, Lighting and Electrical Services]

THIS PROFESSIONAL SERVICES AGREEMENT (the “Agreement”) is made at Orange, California, on this _____ day of _____, 2025 (the “Effective Date”) by and between the CITY OF ORANGE, a municipal corporation (“City”), and BEAR ELECTRICAL SOLUTIONS, LLC, a California limited liability company (“Contractor”), who agree as follows:

1. Services. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to the reasonable satisfaction of City the services set forth in Exhibit “A,” which is attached hereto and incorporated herein by reference. As a material inducement to City to enter into this Agreement, Contractor represents and warrants that it has thoroughly investigated and considered the scope of services and fully understands the difficulties and restrictions in performing the work. The services which are the subject of this Agreement are not in the usual course of City’s business and City relies on Contractor’s representation that it is independently engaged in the business of providing such services and is experienced in performing the work. Contractor shall perform all services in a manner reasonably satisfactory to City and in a manner in conformance with the standards of quality normally observed by an entity provided such services to a municipal agency. All services provided shall conform to all federal, state and local laws, rules and regulations and to the best professional standards and practices. The terms and conditions set forth in this Agreement shall control over any terms and conditions in Exhibit "A" to the contrary.

Larry Tay, City Traffic Engineer (“City’s Project Manager”), shall be the person to whom Contractor will report for the performance of services hereunder. It is understood that Contractor’s performance hereunder shall be under the supervision of City’s Project Manager (or his/her designee), that Contractor shall coordinate its services hereunder with City’s Project Manager to the extent required by City’s Project Manager, and that all performances required hereunder by Contractor shall be performed to the satisfaction of City’s Project Manager and the City Manager.

2. Compensation and Fees.

a. Contractor's total compensation for all services performed under this Agreement, shall not exceed SEVEN HUNDRED FIFTY THOUSAND DOLLARS and 00/100 (\$750,000.00) without the prior written authorization of City.

b. The above compensation shall include all costs, including, but not limited to, all clerical, administrative, overhead, insurance, reproduction, telephone, travel, auto rental, subsistence and all related expenses.

2.1 Term and Extension(s)

a. The Initial Term of this Agreement is three (3) years (the “Initial Term”), commencing the Effective Date and expiring on August 30, 2028 (the “Expiration Date”);

provided, however, that City has the right to extend the term of this Agreement for the following extensions and upon the following terms:

- First Extension (the “First Extension Term”) commencing September 1, 2028, and terminating August 30, 2030, in an amount not to exceed FIVE HUNDRED THOUSAND DOLLARS and 00/100 (\$500,000.00) without the prior written authorization of City;

b. The City Manager is hereby authorized on behalf of City to give written notice to Contractor of City’s intention to exercise each Extension (if at all) no later than thirty (30) days prior to the Expiration Date of the then-current term; provided, however, that City’s notice of its intention to extend the term of this Agreement for each Extension shall be expressly conditioned upon and subject to the approval by the City Council, in its sole and absolute discretion, of an amount sufficient to pay the compensation set forth herein for each Extension as part of its annual budget approval process prior to the beginning of each Extension. While the parties acknowledge that City is required to give its notice of intention to extend the term of this Agreement not later than thirty (30) days prior to the Expiration Date of then-current term, it is possible that the City Council’s approval of its annual budget and appropriation of funds for the Extension in question may occur thereafter. Accordingly, if the City Council fails to approve and appropriate funds sufficient to pay the amount of compensation set forth herein for an Extension, this Agreement shall terminate and be of no further force and effect as of the expiration of the then-current term. Notwithstanding anything in this provision to the contrary, in the event City gives Contractor written notice exercising an Extension and City receives notice that appropriation of funds for the Extension in question are not available after Contractor has performed services under the Extension, City agrees that Contractor will be equitably compensated for all services performed under any portion of an Extension through the date of termination of the Agreement. Except as specifically set forth herein, the terms and conditions of each Extension will be the same as the Initial Agreement.

c. Any Extension, if properly exercised, shall be memorialized in the form of an amendment to this Agreement. The City Manager is hereby authorized to approve and execute amendments to this Agreement reflecting the exercise of each Extension and the amount of compensation (including the amount of funds to be made available for additional work or services) payable to Contractor for each respective Extension.

3. Payment.

a. As scheduled services are completed, Contractor shall submit to City an invoice for the services completed, authorized expenses and authorized extra work actually performed or incurred.

b. All such invoices shall state the basis for the amount invoiced, including services completed, the number of hours spent and any extra work performed.

c. City will pay Contractor the amount invoiced within thirty (30) days of receipt of all deliverables.

d. Payment shall constitute payment in full for all services, authorized costs and authorized extra work covered by that invoice.

4. **Change Orders.** No payment for extra services caused by a change in the scope or complexity of work, or for any other reason, shall be made unless and until such extra services and a price therefor have been previously authorized in writing and approved by City as an amendment to this Agreement. City's Project Manager is authorized to approve a reduction in the services to be performed and compensation therefor. All amendments shall set forth the changes of work, extension of time, and/or adjustment of the compensation to be paid by City to Contractor and shall be signed by the City's Project Manager, City Manager or City Council, as applicable.

5. **Licenses.** Contractor represents that it and any subcontractors it may engage, possess any and all licenses which are required under state or federal law to perform the work contemplated by this Agreement and that Contractor and its subcontractors shall maintain all appropriate licenses, including a City of Orange business license, at its cost, during the performance of this Agreement.

6. **Independent Contractor.** At all times during the term of this Agreement, Contractor shall be an independent contractor and not an employee of City. City shall have the right to control Contractor only insofar as the result of Contractor's services rendered pursuant to this Agreement. City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Contractor shall, at its sole cost and expense, furnish all facilities, materials and equipment which may be required for furnishing services pursuant to this Agreement. Contractor shall be solely responsible for, and shall indemnify, defend and save City harmless from all matters relating to the payment of its subcontractors, agents and employees, including compliance with social security withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever. Contractor acknowledges that it and any subcontractors, agents or employees employed by Contractor shall not, under any circumstances, be considered employees of City, and that they shall not be entitled to any of the benefits or rights afforded employees of City, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits.

7. **Contractor Not Agent.** Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, to bind City to any obligation whatsoever.

8. **Designated Persons.** Only those qualified persons authorized by City's Project Manager, or as designated in Exhibit "A," shall perform work provided for under this Agreement. It is understood by the parties that clerical and other nonprofessional work may be performed by persons other than those designated.

9. **Assignment or Subcontracting.** No assignment or subcontracting by Contractor of any part of this Agreement or of funds to be received under this Agreement shall be of any force or effect unless the assignment has the prior written approval of City. City may terminate this

Agreement rather than accept any proposed assignment or subcontracting. Such assignment or subcontracting may be approved by the City Manager or his/her designee.

10. Time of Completion. Except as otherwise specified in Exhibit "A," Contractor shall commence the work provided for in this Agreement within five (5) days of the Effective Date of this Agreement and diligently prosecute completion of the work in accordance with the time period set forth in Exhibit "A" hereto or as otherwise agreed to by and between the representatives of the parties.

11. Time Is of the Essence. Time is of the essence in this Agreement. Contractor shall do all things necessary and incidental to the prosecution of Contractor's work.

12. Liquidated Damages.

a. Contractor acknowledges that timely response to emergency and unscheduled work is essential to protecting public safety and minimizing service disruptions. The Parties agree that actual damages resulting from delay in Contractor's performance would be extremely difficult and impracticable to determine. Accordingly, the Parties agree that the following liquidated damages shall apply and are not a penalty, but a reasonable estimate of the City's damages:

b. For each failure to respond to a call for emergency or unscheduled work ("Extra Work") within the timeframe required under this Agreement:

- If Contractor's personnel report to the location between one (1) and two (2) hours late, the City may assess One Thousand Dollars (\$1,000) per occurrence;
- If Contractor's personnel report to the location between two (2) and four (4) hours late, the City may assess Two Thousand Five Hundred Dollars (\$2,500) per occurrence;
- If Contractor's personnel report to the location more than four (4) hours late, the City may assess Five Thousand Dollars (\$5,000) per occurrence.

c. For failure to complete permanent repairs, upgrades, electrical work, or other mutually agreed ad hoc work within the completion timeframe established by the City and Contractor in writing, the City may assess One Thousand Five Hundred Dollars (\$1,500) per calendar day of delay.

d. The City may deduct the amount of liquidated damages assessed under this Section from any payment due to Contractor. The remedies provided under this Section shall be in addition to any other rights or remedies available to the City under this Agreement or at law.

13. Delays and Extensions of Time. Contractor's sole remedy for delays outside its control, other than those delays caused by City, shall be an extension of time. No matter what the cause of the delay, Contractor must document any delay and request an extension of time in writing

at the time of the delay to the satisfaction of City. Any extensions granted shall be limited to the length of the delay outside Contractor's control. If Contractor believes that delays caused by City will cause it to incur additional costs, it must specify, in writing, why the delay has caused additional costs to be incurred and the exact amount of such cost at the time the delay occurs. No additional costs can be paid that exceed the not to exceed amount stated in Section 2.a, above, absent a written amendment to this Agreement.

14. Products of Contractor. The documents, studies, evaluations, assessments, reports, plans, citations, materials, manuals, technical data, logs, files, designs and other products produced or provided by Contractor for this Agreement shall become the property of City upon receipt. Contractor shall deliver all such products to City prior to payment for same. City may use, reuse or otherwise utilize such products without restriction.

15. Equal Employment Opportunity. During the performance of this Agreement, Contractor agrees as follows:

a. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Contractor shall ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. 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. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

b. Contractor shall, in all solicitations and advertisements for employees placed by, or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law.

c. Contractor shall cause the foregoing paragraphs (a) and (b) 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.

16. Conflicts of Interest. Contractor agrees that it shall not make, participate in the making, or in any way attempt to use its position as a consultant to influence any decision of City in which Contractor knows or has reason to know that Contractor, its officers, partners, or employees have a financial interest as defined in Section 87103 of the Government Code. Contractor further agrees that it shall not be eligible to work as the design/build firm for the project that is the subject of this Agreement.

17. Indemnity.

a. To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold City, its City Council and each member thereof, and the officers, officials, agents

and employees of City (collectively the “Indemnitees”) entirely harmless from all liability arising out of:

(1) Any and all claims under workers’ compensation acts and other employee benefit acts with respect to Contractor’s employees or Contractor’s subcontractor’s employees arising out of Contractor’s work under this Agreement, including any and all claims under any law pertaining to Contractor or its employees’ status as an independent contractor and any and all claims under Labor Code section 1720 related to the payment of prevailing wages for public works projects; and

(2) Any claim, loss, injury to or death of persons or damage to property caused by any act, neglect, default, or omission of Contractor, or person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages due to loss or theft sustained by any person, firm or corporation including the Indemnitees, or any of them, arising out of, or in any way connected with the work or services which are the subject of this Agreement, including injury or damage either on or off City’s property; but not for any loss, injury, death or damage caused by the active negligence or willful misconduct of City. Contractor, at its own expense, cost and risk, shall indemnify any and all claims, actions, suits or other proceedings that may be brought or instituted against the Indemnitees on any such claim or liability covered by this subparagraph, and shall pay or satisfy any judgment that may be rendered against the Indemnitees, or any of them, in any action, suit or other proceedings as a result of coverage under this subparagraph.

b. To the fullest extent permitted by law, and as limited by California Civil Code 2782.8, Contractor agrees to indemnify and hold Indemnitees harmless from all liability arising out of any claim, loss, injury to or death of persons or damage to property to the extent caused by its negligent professional act or omission in the performance of professional services pursuant to this Agreement.

c. Except for the Indemnitees, the indemnifications provided in this Agreement shall not be construed to extend any third party indemnification rights of any kind to any person or entity which is not a signatory to this Agreement.

d. The indemnities set forth in this section shall survive any closing, rescission, or termination of this Agreement, and shall continue to be binding and in full force and effect in perpetuity with respect to Contractor and its successors.

18. Insurance.

a. Contractor shall carry workers’ compensation insurance as required by law to protect its employees while performing work under this Agreement. Contractor acknowledges that it is operating as an independent contractor and is not entitled to workers’ compensation benefits from any City program.

b. Contractor shall maintain, throughout the term of this Agreement, commercial general liability insurance written on an occurrence basis, with minimum limits of not less than the greater of (1) Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars

(\$4,000,000) general aggregate; or (2) all liability insurance coverage and/or limits carried by or available to Contractor. Coverage shall include, but not be limited to, premises and operations, products and completed operations, personal and advertising injury, and contractual liability.

c. Contractor shall maintain, throughout the term of this Agreement, automobile liability insurance covering bodily injury and property damage for all owned, non-owned, and hired vehicles used in connection with the work under this Agreement. Coverage shall be written on an occurrence basis, with a combined single limit of not less than One Million Dollars (\$1,000,000) per accident, or the total limits carried by or available to Contractor, whichever is greater.

d. Any insurance proceeds in excess of or broader than the minimum required coverage and/or limits that are applicable to a given loss shall be available to the City. The insurance requirements set forth herein shall not be construed to limit the liability of the Contractor or to relieve the Contractor of any other obligation or responsibility under this Agreement. The City makes no representation that the required coverage or limits are sufficient to protect Contractor's interests or liabilities.

e. Each policy of general liability and automobile liability insurance shall name the City, its elected and appointed officials, officers, employees, agents, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of Contractor, including materials, parts, or equipment furnished in connection with such work. Additional insured coverage shall be provided by policy endorsement (ISO Form CG 20 10 11 85 or equivalent), or by provision of a separate owner's policy naming the City as an additional insured.

f. Contractor shall maintain, throughout the term of this Agreement and for a period of five (5) years after completion of the work, professional liability (errors and omissions) insurance with minimum limits of not less than One Million Dollars (\$1,000,000) per claim and in the aggregate.

g. All insurance maintained by Contractor shall be primary and non-contributory with respect to any insurance or self-insurance maintained by the City. The City's insurance, if any, shall be excess over, and shall not contribute with, Contractor's insurance.

h. Prior to commencing any work under this Agreement, Contractor shall furnish the City with certificates of insurance and applicable endorsements evidencing the coverages required above, on forms acceptable to the City. All certificates and endorsements shall provide that coverage shall not be canceled, suspended, or materially changed without at least thirty (30) days' prior written notice to the City.

i. Except for professional liability insurance, all insurance shall be issued by insurers authorized to conduct business in the State of California and rated A or better with a financial size category of Class VII or better in the latest edition of A.M. Best's Key Rating Guide. Professional liability coverage may be provided by a non-admitted carrier so long as the insurer holds the equivalent rating.

j. Contractor shall immediately notify the City of any lapse, reduction, or cancellation of required insurance and cease all work under this Agreement unless otherwise directed by the City in writing. The City may procure insurance or self-insure the risk and deduct such costs from amounts due to Contractor under this Agreement.

k. Contractor hereby waives all rights of subrogation against the City and agrees to secure a waiver of subrogation endorsement in favor of the City from its workers' compensation carrier and, where available, from its liability insurers.

l. Contractor shall ensure that all subcontractors maintain insurance in accordance with the requirements of this Section or shall include them as additional insureds under Contractor's policies. Contractor shall provide the City with separate certificates of insurance and endorsements for each subcontractor, upon request.

19. Termination. City may for any reason terminate this Agreement by giving Contractor not less than five (5) days' written notice of intent to terminate. Upon receipt of such notice, Contractor shall immediately cease work, unless the notice from City provides otherwise. Upon the termination of this Agreement, City shall pay Contractor for services satisfactorily provided and all allowable reimbursements incurred to the date of termination in compliance with this Agreement, unless termination by City shall be for cause, in which event City may withhold any disputed compensation. City shall not be liable for any claim of lost profits.

20. Maintenance and Inspection of Records. In accordance with generally accepted accounting principles, Contractor and its subcontractors shall maintain reasonably full and complete books, documents, papers, accounting records, and other information (collectively, the "records") pertaining to the costs of and completion of services performed under this Agreement. City and its authorized representatives shall have access to and the right to audit and reproduce any of Contractor's records regarding the services provided under this Agreement. Contractor shall maintain all such records for a period of at least three (3) years after termination or completion of this Agreement. Contractor agrees to make available all such records for inspection or audit at its offices during normal business hours and upon three (3) days' notice from City, and copies thereof shall be furnished if requested.

21. Compliance with all Laws/Immigration Laws.

a. Contractor acknowledges and agrees that the services provided under this Agreement may constitute "public works" as defined in California Labor Code Section 1720 et seq. and therefore are subject to prevailing wage requirements.

b. Contractor shall comply with all applicable provisions of the California Labor Code, including but not limited to Sections 1720–1861, and all regulations issued by the Department of Industrial Relations ("DIR"). This includes, without limitation:

- Payment of prevailing wages;
- DIR registration requirements under Section 1725.5;

- Submission of certified payroll records;
- Compliance with apprenticeship standards under Sections 1777.5 and 1777.6.

c. Contractor shall be responsible for compliance by all subcontractors and shall include appropriate flow-down provisions in all subcontracts. Proof of compliance, including certified payroll reports, shall be provided to the City upon request. Failure to comply shall constitute a material breach of this Agreement.

d. Contractor shall be solely responsible for complying with SB 96 and all current DIR electronic payroll submission requirements. Contractor shall remain registered with DIR for the duration of this Agreement and shall not perform any work under this Agreement unless it is in compliance with Labor Code Section 1771.1(a).

22. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California and Contractor agrees to submit to the jurisdiction of California courts. Venue for any dispute arising under this Agreement shall be in Orange County, California.

23. Integration. This Agreement constitutes the entire agreement of the parties. No other agreement, oral or written, pertaining to the work to be performed under this Agreement shall be of any force or effect unless it is in writing and signed by both parties. Any work performed which is inconsistent with or in violation of the provisions of this Agreement shall not be compensated.

24. Notice. Except as otherwise provided herein, all notices required under this Agreement shall be in writing and delivered personally, by e-mail, or by first class U.S. mail, postage prepaid, to each party at the address listed below. Either party may change the notice address by notifying the other party in writing. Notices shall be deemed received upon receipt of same or within three (3) days of deposit in the U.S. Mail, whichever is earlier. Notices sent by e-mail shall be deemed received on the date of the e-mail transmission.

“CONTRACTOR”

Bear Electrical Solutions, LLC
1252 State Street, PO Box 924
Alviso, CA 95002
Attn.: Robert Asuncion, Vice President

Telephone: (408) 449-5178
E-Mail: robert@bear-electrical.com

“CITY”

City of Orange
300 E. Chapman Avenue
Orange, CA 92866-1591
Attn.: Larry Tay, City Traffic Engineer

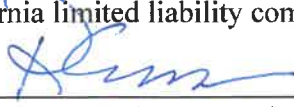
Telephone: (714) 744-5525
E-Mail: ltay@cityoforange.org


25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted via facsimile and electronic mail shall have the same effect as original signatures.

IN WITNESS of this Agreement, the parties have entered into this Agreement as of the year and day first above written.

“CONTRACTOR”

BEAR ELECTRICAL SOLUTIONS, LLC,
a California limited liability company

*By: 
Printed Name: Robert Asuncion
Title: Vice President

*By: 
Printed Name: Andrew Bader
Title: President

“CITY”

CITY OF ORANGE, a municipal corporation

By: _____
Daniel R. Slater, Mayor

ATTEST:

Pamela Coleman, City Clerk

APPROVED AS TO FORM:

Nathalie Adourian
Senior Assistant City Attorney

- *NOTE:**
- City requires the following signature(s) on behalf of the Contractor:
(1) the Chairman of the Board, the President or a Vice-President, AND (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. OR
 - The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to City.

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EXHIBIT “A”

SCOPE OF SERVICES

[Beneath this sheet.]

REQUEST FOR PROPOSAL NO. 24-25.26

FOR

CITY OF ORANGE

On-Call Signal, Lighting and Electrical Maintenance Services



Public Works

Issue Date
Tuesday, June 10, 2025

Response Due Date/Time
Thursday, July 3, 2025, by 2:00 PM PT

CAUTION

THIS DOCUMENT MUST REMAIN INTACT

SECTION III

SCOPE OF WORK

RFP NO. 24-25.26

SECTION III: SCOPE OF WORK

BACKGROUND:

The City of Orange traffic operation has expanded in both size and technology over the past few years. There are currently one hundred sixty (160) traffic signals, forty-four (44) warning flashers, eighty-eight (88) rectangular rapid flashing beacons and sixty-eight (68) radar feedback signs, and more than 8,000 streetlights within or partially within the City of Orange, all under the City's maintenance. The existing controllers are either ASC3 or Cobalt. The City's current Traffic Management System is Centrac with camera control, intersection graphics, and status information (controllers operating in Centrac are Econolite ASC3 and Cobalt controllers).

The system has been incorporated into the Traffic Management Center (TMC) with associated City Traffic Operations offices located at 637 West Struck Avenue. The City's traffic operation includes three in-house Signal Technicians who maintain the traffic signals, CCTV cameras, traffic signal controllers, cabinets, and all appurtenant systems. A Traffic Operations Superintendent oversees the Traffic Signal Technicians and is responsible for administration of the signal, lighting, and electrical maintenance services contract.

The Traffic and Transportation Division of the Department of Public Works is responsible for all traffic signal and street light maintenance in the City, where responsibility is categorized as Routine Maintenance, Corrective Maintenance, and Emergency Response Services. Routine Maintenance is performed by the City Traffic Signal Technicians who are responsible for preventive maintenance and associated operation of the City's street light system, traffic signal controllers and cabinet equipment. City staff also perform most corrective maintenance activities, with support from the maintenance contractor. Most emergency repairs, including, but not limited to knock downs, cabinet fires, complex troubleshooting, are handled by the contractor.

The traffic signal and street lighting maintenance contractor selected as a result of this proposal will generally perform "On-Call Signal, Lighting, and Electrical Maintenance Services." Maintenance activities include but are not limited to responding to accidents, Acts of God, electrical malfunction, or other emergency action as specified by the Traffic and Transportation Division and detailed in the scope of work. Additionally, while preventative maintenance is expected to be performed by City staff, the Contractor, on occasion, may be asked to provide supplemental preventative maintenance services. More information is provided in the following sections.

The agreement resulting from this Request for Proposal (RFP) shall be for an initial three-year term and may be renewed for one additional two-year term by mutual agreement between the City and the Contractor. A copy of the proposed contract is provided as "Attachment D". Proposers responding to this RFP shall review all terms and conditions of the agreement. Historically, the value of services provided through this contract is approximately \$200,000 annually.

ON-CALL SIGNAL, LIGHTING, AND ELECTRICAL MAINTENANCE SERVICES:

Description and Location of Work

The work to be done consists, in general, of on-call maintenance services for traffic signal systems, flashing lights, highway safety lighting, street lighting systems, and other traffic-related electrical maintenance for the various locations that are the responsibility of the City of Orange. The Contractor shall have a close, professional, and communicative working relationship with City staff throughout the duration of the contract.

Facilities

The Contractor shall have available and readily accessible all required tools, equipment, apparatus, facilities, skilled labor services and materials to perform all work necessary to make a permanent or temporary repair for traffic signal systems, flashing lights, rapid rectangular flashing beacons, radar feedback signs, highway safety lighting and street lighting systems in a proper workman-like manner and in compliance with latest State of California Department of Transportation (Caltrans) standards and specifications, City of Orange specifications, and most recent NEMA Specifications.

The Contractor shall also maintain a single local telephone number where they can be reached 24 hours a day, seven days a week, including all holidays.

Personnel

Technicians provided by the Contractor to perform work under this contract shall have minimum certification as a *Level II Traffic Signal Field Technician* issued by the International Municipal Signal Association (IMSA). The certification must be held in good standing and shall be maintained current throughout the entire duration of the contract.

Response Criteria

During working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, the Contractor shall respond within one (1) hour of receiving the call. During non-working hours, weekends, and holidays, the Contractor shall respond within one (1) hour for emergency calls and within the next normal working day for non-emergency calls. Additionally, the Contractor shall ensure that there is always at least one fully-equipped and properly functioning service vehicle available to respond to emergency calls. The service vehicle shall be equipped with all necessary tools, equipment, and replacement parts to address common emergency situations, such as signal outages and equipment malfunctions. The Contractor shall also ensure that their personnel are adequately trained to handle emergency situations, and that they have access to necessary safety equipment, such as reflective vests and hard hats.

Requested Services: Emergency Response/Spare Equipment Requirements

Emergency Response Services are a top priority safety concern and will comprise the majority of the services provided under the agreement executed as a result of this RFP. **When notified by the City to respond to an emergency condition, the Contractor shall be at the site immediately, with all possible haste, within ONE (1) hour of first notification.** The Contractor shall provide an emergency call-out list to all persons designated by the City. Emergency calls that require replacement of equipment will not require approval from the City before such

replacements commence. Upon completion of emergency work, the Contractor shall inform the City that the emergency work has been completed. The Contractor shall notify the City within one (1) working day of any change in traffic signal operation caused by controller replacement, timing changes, loss of communication or traffic collisions.

The following events shall be considered emergencies:

- a. Any signal controller malfunctions
- b. Burned-out traffic signal lamps
- c. Signal equipment knockdowns
- d. Street light knockdowns
- e. Traffic control devices such as RRFB knockdowns
- f. Failure of pedestrian push button assembly
- g. Any wiring or electrical component that is exposed or poses a hazard to public safety.
- h. Damage caused by weather events, such as severe storms or flooding.
- i. Any other unforeseen circumstances that pose a threat to public safety or significantly impact the operation of the traffic system including civil disorder, malicious mischief or other similar circumstances.
- j. Requests to check/verify all intersection signal operations

Under these conditions the Contractor shall use all the labor and materials necessary to immediately restore a safe and efficient operation of the City's traffic signal and highway lighting system. The service vehicle shall be equipped with all necessary tools, equipment, and replacement parts to address common emergency situations, such as signal outages and equipment malfunctions. The Contractor shall also ensure that their personnel are adequately trained to handle emergency situations, and that they have access to necessary safety equipment, such as reflective vests and hard hats. The following list identifies the most common items of this work.

1. Install replacement signal poles and/or mast-arms.
2. Install replacement signal heads and framework.
3. Install replacement cabinet assemblies.
4. Install replacement LED signal or pedestrian indication (countdown) assemblies.
5. Respond to street lighting related issues such as: pole knock downs, overhead wiring issues, and new pole footings.
6. Replace damaged signal wire with cable.

A **final repair**, if necessary, will be completed in one of two following methods:

- a) City signal maintenance crew with City-supplied signal equipment.
- b) If City requests, the Contractor will submit to the City a cost estimate (labor only) for repair. The City will evaluate the estimate to determine an appropriate action. (City would supply signal equipment).

No change of control mechanisms shall be done without prior approval of City. In the event a change is necessary to respond to an emergency, the Contractor shall notify City by telephone within 24 hours of the next working day that equipment was removed and replaced with approved spare equipment.

Emergency calls, which require the replacement of equipment, will not require prior written approval of the City before such replacements are commenced.

In the event the failure, malfunction or interruption is caused by a power outage, the Contractor shall respond to the location to ascertain the blacked out condition; check with the serving utility provider for an anticipated power restoration time; activate the red flash switch in the cabinet and erect temporary STOP signs (minimum 2 per leg) on all intersection approaches, turn off power at service location (Contractor may then leave the intersection); continue monitoring the outage with the power company; return to the intersection once power is restored; turn power on at service location; take down the temporary STOP signs and return the intersection to normal operation.

Requested Services: Corrective Maintenance Requirements

City staff will perform most corrective maintenance activities, with support from the maintenance contractor. Corrective maintenance includes all the labor and materials necessary to ensure the safe and efficient operation of the City's traffic-related electrical devices and street light system that goes beyond the normal routine preventative. Generally, corrective maintenance involves the replacement of equipment damaged by acts of God, civil disorder, vehicle collisions or vandalism, construction activities, metal fatigue or defects, or equipment failure due to age or deterioration. With the exception of pole or cabinet knockdowns and other emergency situations, corrective maintenance requires written approval from the City before any work is scheduled.

If corrective maintenance is requested by City, the Contractor shall prepare estimates showing the cost breakdown of material and labor for the services and submit this information to the City for approval. The City, at its discretion, may choose to retain other contractors to conduct the corrective maintenance work.

Upon request, the Contractor shall furnish and install or modify traffic signal vehicular and pedestrian indications, signal poles, foundations, conduits, pull boxes, signal mast arms, IISNS, safety lights, street lights, cabinet assemblies, signal controller assemblies, program modules, local intersection software, pedestrian push buttons (including tactile units), vehicular detector units, loop detectors, detector lead-in cables (including connection to home runs), interconnect cables, conflict monitors, miscellaneous wiring and cables, and any other traffic signal and street light equipment.

Additional corrective maintenance services that may be requested by the Contractor shall include, but is not limited to:

- Technical support when requested by the City for construction of new traffic signal and signal modification/upgrade projects.
- Implementing timing changes at local intersections when requested by the City.
- Removing, repairing, adjusting, and/or installing CCTV camera and Video Detection System, auxiliary equipment and/or cabling.
- Removing, repairing, adjusting and/or installing speed radar feedback sign or rapid rectangular flashing beacon in the field.
- Inspecting, testing, and troubleshooting malfunctions of the fiber optic and copper, twisted pair communications system at the request of the City, including communications cables, modems, controllers, prom module, and terminal blocks in controller cabinets. Repairs may include resplicing of fiber optic cable pulling new cable(s) and/or repair/replacement of communications auxiliary equipment
- Street light wire replacement, restoration and repairs
- Installation or restoration of traffic signal loops

- Minor modifications to traffic signal, traffic control devices, street light systems and electrical systems
- Installation of new minor electrical devices and related foundations, including but not limited to 1-A poles, radar feedback signs, and streetlights

The Contractor may be requested to provide Underground Service Alert System (USA) markings. The Contractor shall marking existing traffic signal conduits and interconnect cables (stranded copper wire and fiber optics) for USA using a piper locator. If requested by City staff, the Contractor shall complete USA marking within one (1) working day after the City gives notice. USA work shall be performed in compliance with USA guidelines available on the internet at www.digalert.org . Only chalk-based paint shall be used. The Contractor shall assume all liability for satisfying the City's obligations to adequately identify underground structures.

Requested Services: Routine Maintenance Requirements

Routine Maintenance is performed by the City Traffic Signal Technicians who are responsible for preventative maintenance and associated operation of the City's street light system, traffic signal controllers and cabinet equipment. City staff also perform most corrective maintenance activities, with support from the maintenance contractor. While routine preventative maintenance is expected to be performed by City staff, the Contractor, on occasion, may be asked to provide preventative maintenance services.

If routine maintenance is requested by City, City staff will provide details of expected tasks and frequency for those tasks. While providing routine maintenance services, Contractor shall immediately notify the City of any malfunctions and request for written authorization to proceed with repair and/or replacement. Contractor shall prepare estimates showing the cost breakdown of material and labor for the services and submit this information to the City for approval. The City, at its discretion, may choose to retain other contractors to conduct the routine maintenance work.

Any routine maintenance performed by the Contractor shall be documented on forms approved by the City. The forms shall be filed out for each location, immediately after the routine maintenance work has been completed. All requirements of "Record Keeping and Reporting" described below are applicable to routine maintenance record keeping.

Salvaged or Damaged Equipment

All salvaged or damaged equipment remains the property of the City unless directed otherwise. If requested by the City, the Contractor shall deliver the equipment to the City's Corporation Yard (637 W. Struck Avenue) for storage. When requested by the City, the Contractor will be responsible for disposing all damaged equipment at no additional cost to the City.

Warranty Service

New equipment installed by the installing Contractor shall be covered with a material and workmanship warranty for one (1) year after acceptance. The warranty shall include all labor, parts, and materials necessary to correct defects in the workmanship and materials used in the installation of the equipment and shall commence on the date of acceptance of the installation by the City. Where parts or material become defective during this warranty period, the Contractor shall notify the City so that the warranty may be exercised. The installing Contractor shall be responsible for exercising maintenance and replacement covered by the warranty. No additional or separate compensation shall be paid for warranty service work.

Record Keeping and Reporting

The Contractor shall keep a current, permanent operational record of every piece of traffic control or safety equipment, which the Contractor is required to maintain on an emergency response basis by this contract. These records shall be kept at each maintained location on an "emergency response service chart" or similar form approved by the City. The chart shall include the company identification, call back telephone numbers, date, time, narrative of any deficiencies encountered, and detail of any corrective action taken. Entire record shall be made in indelible ink and shall be initialed by the technician making the entry.

The Contractor shall keep one (1) complete set of records for all locations noting all inspections and repair completed. A separate daily log or diary for every person and vehicle employed on this contract shall also be maintained. Said log or diary shall full describe the work or service performed by each individual or piece of equipment and show all chargeable time to this contract for every 24-hour period.

The Contractor shall submit reports covering one (1) calendar month's activities by the fifteenth (15th) day of the month immediately following the reporting period. These monthly activity reports shall be submitted for the duration of this contract and shall include the following information: location where service was provided; date and approximate time when service was performed; and reason for said service. Description of service and whether it is routine or emergency shall be noted. These reports shall be sorted by location.

Record keeping and reporting are considered part of all maintenance activities tasks and no additional compensation will be provided by the City.

Testing

The Contractor shall have available adequate skilled personnel and proper laboratory testing facilities to perform inspections of controller mechanisms, including traffic signal controllers, conflict monitors, auxiliary equipment, street lighting systems and traffic control appurtenances. The Contractor shall test new controllers, cabinets, new signal equipment and street lighting in the Contractor's laboratory or at the City's Corporation Yard, as directed by City Staff, and in the field prior to installation.

All testing shall conform to the following: most current NEMA Specification TS-1 and/or TS-2 (as appropriate) and/or the "Transportation Electrical Equipment Specifications (TEES)" published by the Caltrans, Caltrans Standard Specifications, City specifications, or latest edition. Copies of laboratory reports showing repairs to traffic control equipment shall be submitted to City on an annual basis.

Materials and Supplies

Parts: City-Supplied

The City reserves the right to supply the Contractor with any traffic signal parts, component or assembly needed for repair or replacement of a malfunctioning or damaged traffic signal.

Parts: Contractor – Furnished and Installed

In some instances, the Contractor will be asked to both furnish and install parts for the City.

Parts: Contractor – Furnished Only

In some instances, the Contractor will be asked to furnish supplies for the City, while the installation will be completed by the City.

Contractor's proposed costs will include all elements identified in Attachment B: Fee Schedule. Any costs outside of those listed in Attachment B shall be requested on an as-needed basis. Markup for any materials outside those listed in Attachment B, Section I, shall be limited to the Material Cost Mark-up of Section II.

Payment for Services

The City will compensate the Contractor for services **per hour, per man, per truck, and equipment**. In an emergency, the City may request a permanent/final repair to be followed to a temporary repair, which in that case the Contractor shall submit to the City a written cost estimate. The City reserves the right to reject the cost proposal and have some other qualified contractor with a more feasible cost estimate to do the final repair.

Maintain Traffic and Detours

The Contractor shall provide and maintain all signs, barricades, pedestals, flashers, delineators and other necessary facilities, as needed, for the protection of the motoring public within the limits of any repair area. The Contractor shall use WATCH and the "Manual of Traffic Controls for Construction and Maintenance Work Zones", as published by the State of California, Department of Transportation, and California Manual on Uniform Traffic Control Device (CAMUTCD).

Access to private properties shall be always maintained during repair whenever practical.

The Contractor shall maintain one lane of traffic in each direction at all times for local streets, and two lanes in each direction at all times on major arterials. One left-turn lane in each direction of travel will be maintained at all times on major arterials. Portable delineators shall be spaced as necessary for proper delineation of the travel way.

Payment for traffic control and detours shall be considered included in the hourly rate cost and anticipated equipment to be provided by Contractor. No additional compensation will be allowed thereof.

RESPONSIBILITIES OF THE CONTRACTOR:

License

The Contractor must possess and maintain for the duration of the agreement resulting from this RFP a valid, current and in good standing Class A or Class C-10 contractor license issued by the California State Contractor Licensing Board.

Liquidated Damages

The selected Contractor, in its Proposal, has committed to responding to after hour calls for unscheduled or Emergency work within the times of receiving notification stipulated in the previous sections. The City proposed the following liquidated damages clauses as a condition of a contract awarded to the selected contractor.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the following sums noted herein for each failure or delay in the performance of the services required hereunder. The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

1. Failure to respond to calls for unscheduled or emergency work ("Extra Work"):
 - a. Call responded to, technician reports to location 1 to 2 hours later than the time stipulated to report after notification: \$1,000 per call
 - b. Call responded to, technician reports to location 2 to 4 hours later than the time stipulated to report after notification: \$2,500 per call
 - c. Call responded to, technician reports to location 4 or more hours later than the time stipulated to report after notification: \$5,000 per call
2. Failure to complete ad hoc electrical work, upgrades, permanent repair work to traffic signal and street light knockdowns, and special projects within the time agreed upon by the Contractor and the City: \$1,500 per day.

Prevailing Wage Rates

Pursuant to California Labor Code Article 2, Wages, Section 1770-1781 et seq., the work described herein is a "public work" as defined by this Article of the Labor Code Section 1771. Hence, the Contractor shall abide by all applicable Sections of the California Labor Codes including Sections 1770 -1781, et seq. relative to payment of prevailing wages for traffic signal maintenance activities. In accordance with the provisions of Labor Code Section 1773 of the California Labor Code, the general prevailing rates of per diem wages and holiday and overtime work in the locality in which the Work is to be performed shall be in accordance with the rates posted on the Department of Industrial Relations (DIR) website, found at <http://www.dir.ca.gov/dirdatabases.html>. The Contractor, and any subcontractor under him, shall pay not less than the specified prevailing rates of wages to all workers employed in the execution performance of this Agreement

The City reminds all contractors and subcontractors of the adoption of SB 96, and advises them to understand and comply with the requirements as set forth on the Department of Industrial Relations (DIR) website at <http://www.dir.ca.gov/Public-Works/PublicWorks.html>. The City requires all contractors and subcontractors to be registered with the DIR prior to submitting a proposal per Labor Code Section 1771.1(a). Subject to the exceptions set forth in Labor Code

Section 1725.5, proposal from contractors that are not currently registered will be deemed nonresponsive. Further, the City will not award a contract to and no contractor or subcontractor will be allowed to work on City's traffic-related electrical devices unless they are registered with the DIR pursuant to Labor Code Section 1725.5. Please visit the DIR website for further information.

Certified Payroll Reports, Statement of Compliance and Fringe Benefit Statement must be signed by President or Owner of the Company including all subcontractors. Contractor shall submit a letter of authorization for authorizing an individual such as, payroll officer, office manager, and secretary to sign all certified payroll reports. This letter must be submitted with the first certified payroll report.

Apprentices and Fair Employment Practices

Attention is directed to the provisions in Section 1777.5 and 1777.6, and Division 3, Chapter 4 of the California Labor Code concerning fair employment practices and the employment of apprentices by the Contractor or any sub-contractor under him. The Contractor and any sub-contractor under him shall comply with the requirements of said sections in the employment of apprentices, and fair employment practices.

Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Director of Industrial Relations, Ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards or its branch offices.

Insurance

Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

Minimum Scope and Limits of Insurance:

1. Commercial General Liability (CGL):
Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) general aggregate.
2. Automobile Liability:
ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
3. Workers' Compensation:
As required by the State of California, and Employers' Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000) per accident for bodily injury or disease.
4. Professional Liability (Errors and Omissions):
Insurance appropriate to the Contractor's profession, with limit no less than One Million

Dollars (\$1,000,000) per claim and in the aggregate, and with coverage maintained for a minimum of five (5) years following completion of the services.

5. Miscellaneous:

The insurance policies are to contain, or be endorsed to contain, the following provisions:

- a. The City of Orange, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL and auto liability policies with respect to liability arising out of work or operations performed by or on behalf of the Contractor.
- b. The coverage shall be primary and non-contributory to any insurance carried by the City.
- c. Each insurance policy shall include a waiver of subrogation in favor of the City.
- d. Insurance is to be placed with insurers admitted and authorized to conduct business in California with a current A.M. Best rating of no less than A:VII.
- e. Coverage shall not be canceled, suspended, or materially changed without thirty (30) days' prior written notice to the City.

Public Safety

The Contractor shall have at the worksite copies of suitable extracts of the most current edition of the California Occupational Safety and Health Act as superseded by Federal Occupational Safety and Health Act. The Contractor shall comply with provisions of these and all other applicable laws, ordinances, and regulations.

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Driving a Higher Standard

Bear Electrical Solutions, LLC

July 3, 2025

City of Orange– RFP No. 24-25.26 for
On-Call Signal, Lighting and Electrical
Maintenance Services

TABLE OF CONTENTS



<u>Section</u>	<u>Page</u>
A. Cover Letter	3
B. Work Plan	4-8
C. Qualifications	9-11
D. Related Experience and References	12
E. Company Data	13
F. Resources to be Provided by the City	14
G. Resumes	15-22
H. Certificate of Non-Collusion	23
I. Fee Schedule	24

A. Cover Letter

July 3, 2025

Wanda Alvarez
Purchasing Officer
City of Orange
300 E. Chapman Avenue
Orange, CA 92866



RE: Proposal for RFP No. 24-25.26 – On-Call Signal, Lighting, and Electrical Maintenance Services

Dear Ms. Alvarez,

Bear Electrical Solutions, LLC is pleased to submit this proposal in response to **RFP No. 24-25.26 for On-Call Signal, Lighting, and Electrical Maintenance Services for the City of Orange**. We appreciate the opportunity to continue supporting municipalities across California with responsive, high-quality electrical and traffic signal maintenance services, and we are confident that our experience and dedicated team align well with the City's expectations.

We acknowledge and accept all terms and conditions set forth in the Request for Proposal and have reviewed the Sample Professional Services Agreement. We are prepared to furnish all necessary equipment, labor, and emergency response capabilities as required under the scope of work. Our team holds the necessary certifications, including IMSA Level II Signal Technician credentials, and maintains a valid C-10 Electrical Contractor License issued by the California Contractors State License Board.

Bear Electrical Solutions certifies that our proposal will remain valid for a period of 120 calendar days from the due date of July 3, 2025. We also affirm our understanding of the City's requirements as detailed in the RFP and confirm that we take no exceptions to the proposed Agreement.

We also certify that we can provide the proper Certificate of Insurance as set forth by the City requirements within ten calendar days of notification of selection for award for this Agreement.

We look forward to the possibility of continuing to serve the City of Orange with professionalism and dedication. Please do not hesitate to contact us should you require any additional information or clarification.

Regards,

Bear Electrical Solutions, LLC

Robert Asuncion, TE

Vice President
robert@bear-electrical.com
(408)449-5178

📍 Company HQ: 1252 State Street, PO Box 924, Alviso, CA 95002 (408) 449-5178

📍 Offices: Sacramento, CA & Anaheim, CA

B. WORK PLAN



Work Plan

Bear Electrical Solutions, LLC understands the City of Orange's need for a dependable, highly responsive contractor to support on-call traffic signal, lighting, and electrical maintenance services. Our approach emphasizes rapid response, skilled field execution, proactive communication, and strict adherence to all Caltrans, NEMA, and City specifications. We propose the following method to effectively deliver the required services:

1. Emergency Response

We recognize that emergency services are a top priority for the City. Bear Electrical maintains a fully equipped, 24/7 response team prepared to mobilize within one (1) hour of notification—regardless of time or day. Our on-call staff includes IMSA-certified technicians operating out of centrally dispatched vehicles stocked with essential parts and materials to address knockdowns, cabinet fires, signal outages, and other emergencies without delay. All emergency activity will be documented in accordance with the City's reporting standards and communicated to the Traffic Operations Superintendent within the required timeframe.

2. Corrective Maintenance

Corrective maintenance requests will be supported by detailed cost estimates upon City request. Our team is capable of performing all corrective work including replacement of poles, signal heads, cabinet assemblies, detector loops, pedestrian push buttons, LED indications, and streetlight infrastructure. Upon authorization, work will be scheduled promptly and completed using certified technicians and inspected equipment. We maintain an active inventory of commonly used materials and will coordinate with the City for any City-furnished parts as needed.

3. Routine Maintenance Support

While the City performs the majority of routine preventive maintenance, Bear Electrical is available to supplement this function when requested. Our team will adhere to the task-specific maintenance schedules as provided by City staff, including system inspections, cleaning, testing of detectors and controllers, and visual checks for system damage. Routine work will be documented on City-approved forms and submitted monthly.

4. USA Markings and Utility Locating

Our team is qualified to perform Underground Service Alert (USA) markings for traffic signal conduits, interconnect cables, and other related infrastructure. Using chalk-based paint and industry-accepted equipment, we will respond within one (1) working day of request to ensure the City's compliance with USA DigAlert requirements.

5. Testing and Quality Assurance

We maintain access to in-house and third-party testing facilities for inspection and certification of controllers, cabinets, conflict monitors, and other system components in accordance with TEES, NEMA TS-1/TS-2, and City specifications. All test records will be retained and submitted annually, or upon request.

B. WORK PLAN (CONT)



Work Plan (continued)

6. Materials and Reporting

Bear Electrical will utilize both City-supplied and Contractor-supplied materials, depending on the assignment. All field work will be documented in our CRM, including cabinet logs and daily vehicle/personnel logs, outlining work performed, type of service, and location. Monthly reports will be submitted that cumulatively document all activities performed.

7. Safety, Traffic Control & Public Interface

All fieldwork will comply with MUTCD and CAMUTCD traffic control guidelines. Our crews are trained in safe work zone practices and are equipped with full PPE, reflective garments, and certified traffic control signage. Lane closures and detours will be managed professionally to ensure minimal disruption to traffic and pedestrian flow.

8. Commitment to City Collaboration

Our team is committed to working as an extension of the City's Public Works Department. We will maintain proactive communication, promptly share observations during site visits, and coordinate closely with City staff to ensure performance is consistent with expectations.

B. WORK PLAN (CONT)



Proposed Work Plan

Our work plan is based on our experiences and knowledge of industry standards & best practices.

Our standard practice is conducting a project kick-off meeting after the contract is awarded and formalize the project expectations. At this meeting, we can identify all key project stakeholders from the City. This enables Bear and the City to operate with the same facts.

Based on our expertise and knowledge, we propose the following project ‘policy & practices,” for the City of Orange.

- Respond to Emergency Response (during normal hours) – less than (60) minutes of notification
- Respond to Emergency Response (during off hours) – less than (60) minutes of notification
- Response to extraordinary work – To be scheduled with the City.
- All work orders (PM and Response) will be documented in the STAR CRM and the City will be able to view reports online.

We have also developed a list of deliverables and list of critical activities that is congruent with best practices and industry guidelines:

List of Deliverables

- Provide online-based CRM portal (within two weeks of start of contract)
- Daily, Weekly, Monthly Reporting
- PM Inspection Reports and Recommended Follow ups (for Semi-Annual and Annual Routine Inspections)
- Response and Extra Work Reporting
- Monthly Job Completed and Outstanding Report
- Monthly Budget to Actual Report
- Extra-Work Cost Estimates

List of Critical Activities

- Monthly Documentation and Reporting
- Monthly Budget Tracking and Reporting
- Daily Reporting (As-discussed)
- Emergency Response & Reporting



Our online portal will be provided to the City as part of our maintenance program at no additional cost.

Communication & Reporting Plan

A communication and reporting plan ensures that all pertinent information is distributed to all project stakeholders. This allows us all to operate with the same set of facts to work collaboratively with the City to make decisions, manage budgets, and respond to requests. Our intention is to work collaboratively with the City to draft an effective communication plan. Below is a conceptual communication and reporting plan that we feel fits the needs of the City of Orange:

- Audience and Responsibilities

Our standard practice is conducting a project kick-off meeting after the contract is awarded. At this meeting, we can identify all key project stakeholders from the City. This enables Bear and the City to operate with the same facts. While we empower our project manager to manage communication with the City, we understand it is sometimes best to get information straight from the source in the field. We empower all employees to communicate and build relationships with our clients. Along with this, we also leverage technology to ensure we have clarity and alignment among all stakeholders.

B. WORK PLAN (CONT)



Communication & Reporting Plan (cont)

- Communication Channels and Reporting Content

Our goal is not to force clients to communicate with us in one specific way but to provide multiple means of communication to allow the City to share with us in a manner that works best for them. Learning from our past involvement with the City, we believe this item can provide a significant project benefit to all stakeholders. Below is a proposed communication plan describing the available communication methods and its respective BEAR team member responsibility.

<i>Communication and Reporting Plan</i>		
<i>Type</i>	<i>Responsibility</i>	<i>Description</i>
<i>Automatic Email Alerts</i>	Bear Salesforce CRM (to be provided at no additional cost)	Upon commencement of work, automatic email alerts are configured so stakeholders can be notified of work as its completed
<i>Emergency Work requiring immediate attention</i>	Bear Technician/Project Manager	For issues concerning public safety, we empower our technicians to communicate directly with our clients to resolve issues as quickly as possible. A brief follow-up with written communication on the subject matter will be communicated via email by the project manager
<i>Weekly Account Update</i>	Bear Project Manager	At the end of each week, the assigned project manager provides an update via email on completed work this week, proposed schedule for the following week, and status on all open work with action items for both Bear and the City
<i>Monthly Maintenance Meetings</i>	Bear Project Manager	Meet in person or virtually once per month with all project stakeholders to discuss status of project
<i>Monthly Accounting Reports</i>	Bear Accounting Department	Our accounting department sends monthly invoicing summarizing all work performed during the previous month with costs broken down per work order. Along with this report, our accounting department also captures year-to-date expenditures and available contract balances. This allows both the City and Bear to manage the rate of expenditures and make educated decisions on how to best use available funding.

B. WORK PLAN (CONT)



Response Times

At Bear, we recognize the critical importance of timely response in traffic signal and streetlight maintenance services. To achieve this, we have deployed the following approach:

Recruit & Retain top talent in the Local Area and Response Capabilities

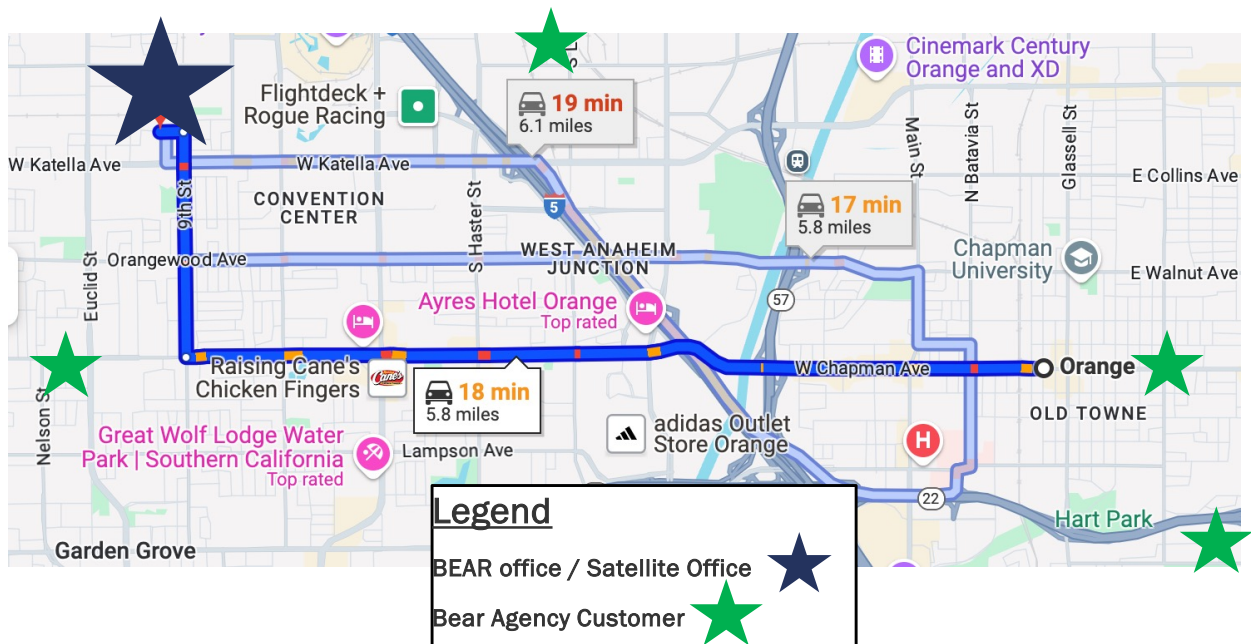
Bear currently employs 15 electricians who live near the City of Orange. Coupled with the fact that we currently provide maintenance services to adjacent municipalities – Bear can provide an average response time of **60 minutes or less** during both normal and off-hour work periods – 24/7/365 days a year.

Local Warehouse Space

Bear currently operates local warehouse space in Anaheim, CA to support work in the Orange area. This warehouse is constantly stocked with all necessary parts common to a traffic signal and streetlight maintenance contract which allows us provide fast “up-times” and minimizing any “down-time” for traffic signal and streetlight repairs.

Fleet Management

We stock our service trucks as mobile warehouses to improve efficiency and response time. It is standard practice in our business for each of our hydraulic bucket trucks to be always equipped with ample stock of equipment to respond and resolve most common emergency response items within the defined contractual response time and within one mobilization. Additionally, our electricians are assigned equipment to take home, allowing for direct dispatch of after-hours calls and eliminating unnecessary trips to one of our warehouse locations.



C. QUALIFICATIONS

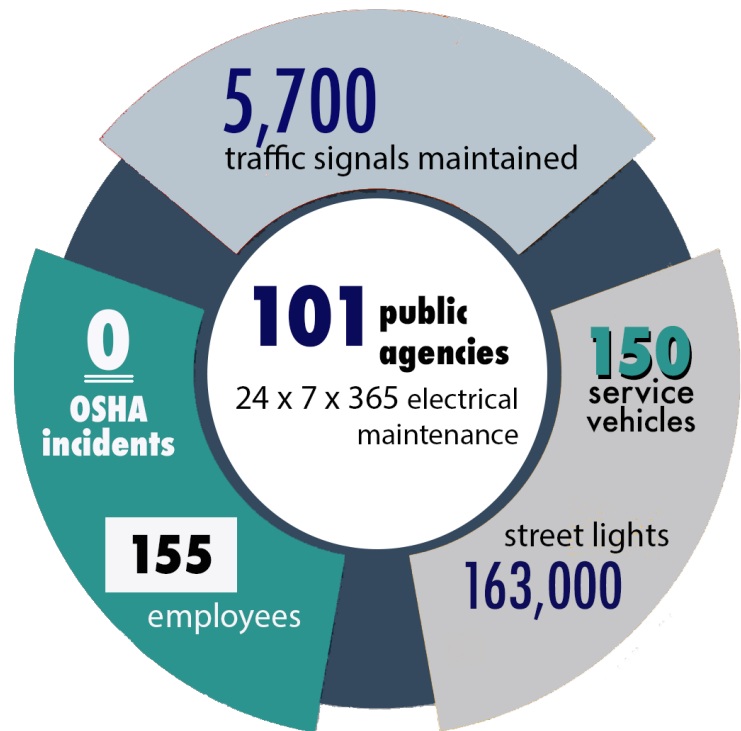


About Bear

Bear Electrical Solutions, LLC. (Bear) is a privately-owned limited liability company that was founded in January 2013. It operates as a subsidiary of GreenArrow, Inc., which employs over 500 individuals and provides transportation-related electrical services across three (3) states: California, Pennsylvania, and Indiana.

Bear was established with the primary goal of becoming a trusted leader in transportation electrical services. Our success and growth stem from our commitment to delivering on our promises, which fosters trust among our customers.

Currently, we are among the few service providers that can offer tailored and localized support while benefiting from the financial backing and stability of a large corporation. This **perfect combination** is ideal for public agencies, both large and small.



Our Approach to Maintenance comes from having the Perfect Combination

- 1 Unlimited Resources:**
Bear typically has on-hand the materials, equipment and personnel at one of our regional offices to support any size maintenance program. To help mitigate any risk for our agency customers, we also have access to unlimited capital through our larger holding company. Unlimited resources and powerful buying power have made Bear one of the most stable and viable long-term partners in the industry.
- 2 Local Support with Autonomy:**
Our founders and majority of our team have 20-25+ years providing maintenance solutions to public agencies and understand that not all communities or maintenance programs are the same. Nor are the needs of a public agency 100% predictable or linear. We have structured our company into autonomous regional offices and people that can build personal relationships with our customers. We service each agency based on what our local employees know about their neighborhoods, and the needs of that community.
- 3 Extending your Team Knowledge:**
Our diverse team has the largest breadth of skills in the industry (from traffic engineers to financial experts and construction management). In addition, we work across our network of eight (8) offices in different states to ensure that we bring the latest trends and solutions to our customers. Our goal is to act as an extension of your team and help drive continuous improvement in your programs.

C. QUALIFICATIONS (CONT)



Details of Our Client Base

As a dedicated electrical contractor specializing in the maintenance and construction of transportation electrical infrastructure – including traffic signals, street lighting, and intelligent transportation systems (ITS) – Bear serves a diverse client base that includes:

- Bear currently has 110 Maintenance Service Agreements (MSAs) in California which consists of:



- Eight (8) County Agencies;
- 81 municipalities;
 - Including agencies near the City of Orange such as Eastvale, Chino Hills, Ontario, Anaheim, Covina, San Bernardino County
- Two (2) college campuses;
- Two (2) airports;
- Two (2) legal enforcement agencies;
- One (1) seaport;
- One (1) professional sports stadium (Levi's);
- One (1) electrical vehicle (EV) manufacturer – statewide product maintainer – Chargepoint, Inc.
- One (1) nuclear power plant;
- One (1) traffic signal controller & cabinet manufacturer – Econolite, Inc.
- One (1) state Department of Transportation agency;
- Six (6) private / non-governmental organizations.

Bear's Financial Strength and Capabilities

Bear is a licensed and bonded electrical contractor that has experienced consistent growth in both size and service capacity since its founding 12 years ago. What began as a small regional operation has evolved into a leading provider of transportation electrical services across multiple states. Over the past three years, Bear has maintained a strong financial position, averaging \$65 million in annual revenue. Our average project size of \$400,000 reflects our ability to manage a high volume of mid- to large-scale public infrastructure projects. This financial stability, paired with our scalable workforce and proven performance, allows us to take on complex, multi-jurisdictional contracts while continuing to invest in technology, training, and operational readiness.

Our proven track record, financial strength, and extensive project experience have earned us a high bond rating, with a single-project bonding capacity of \$50 million and an aggregate bonding capacity of \$100 million.

Bonding

Surety	International Fidelity Insurance Company (IFIC) and Harco National Insurance Company (Harco)
Aggregate Capacity	\$100M
Single Project Capacity	\$50M
Outstanding ⁽¹⁾	\$24M

C. QUALIFICATIONS (CONT)



Additional Information about Bear

Industry Qualifications

Bear Electrical is qualified to meet and exceed the requirements outlined by the City.

A

Class A – General Engineering

C-10

Class C-10 – Electrical

C-31

Class C-31 – Work Zone Traffic Control

D-31

Class D-31 – Pole Installation and Maintenance



Certifications and affiliations

Signatory to the International Brotherhood of Electrical Workers (IBEW), Laborers, Low Voltage, and Operators Union(s)

Department of Industrial Relations (DIR) Certified & Registered (#1000002158)

Southern California Edison approved electrical contractor

United Contractors Association Member (UCON)

Maintenance Superintendant Association (MSA) Sponsor

Orange County Traffic Engineers Council (OCTEC) Member / Sponsor

Institute of Traffic Engineer (ITE) Member / Sponsor

International Municipal Signal Association – various certifications (employee certifications)



D. RELATED EXPERIENCE AND REFERENCES



Representative Projects

Below is a list of relevant projects that have completed within the last five (5) years, or the base contract has ended, and the contract was mutually extended.

Projects relating to Streetlighting System Maintenance including routine maintenance, meter pedestal upkeep, street lighting night surveys, extraordinary maintenance, and emergency services.

Date Contract Completed	Name and Address Project	Client Contact	Description	Bear Project Manager
Ends 08/12/24 - in progress	City of Newport Beach 100 Civic Center Dr Newport Beach, CA	Casey Parks (949) 718-3477 or Brent Millard (949) 718-3422	Maintenance of over 6000 streetlights	Art Torres
Ends 08/12/24 - in progress	City of Fountain Valley 10200 Slater Avenue Fountain Valley, CA	Terri Phan (714) 593-4400x215	Maintenance of over 4000 streetlights	Art Torres

Projects relating Traffic Signal System Maintenance including routine maintenance for signalized intersections, VDS, CCTV, RRFB and SFS. Work also includes extraordinary maintenance, emergency service and repair services.

Ends 06/30/2024 - in progress	City of Laguna Niguel 30111 Crown Valley Parkway Laguna Niguel, CA	Edgar Abrenica (949) 362-4338 or Jeff Metz (949) 362-4337	Maintenance of 98 traffic signals, VDS, SFS.	Art Torres
Ends 06/30/26 - in progress	City of Aliso Viejo 12 Journey Aliso Viejo, CA	Shaun Pelletier (949) 245-2533	Maintenance of 57 traffic signals including SFS and RRFB.	Kyle Nasser-Reis

Projects relating to Traffic Signal, Streetlight, and On-Call Construction of Electrical Projects including fiber optic communication work, signal upgrade projects, miscellaneous construction scope.

Ends 09/30/23 - in progress	County of Orange 601 N. Ross St Santa Ana, CA	Tony Le (714) 245-4580	Maintenance of 137 signals, lighting, and JOC installation of signal upgrade (Newland and Hazard at Westminster, CA)	Art Torres
Ends 06/30/26 - in progress	City of Tustin 300 Centennial Wy Tustin CA	Kyra Tao (714) 573-3000	Maintenance of 155 traffic signals, 6,000 streetlights, and Digalert services	Art Torres
Ends 06/30/23 - in progress	City of Lake Forest 2550 Commercentre Dr Lake Forest, CA	Tran Tran (949) 461-3485	Maintenance of 109 traffic signal, 707 streetlights, Fiber Optic system, Digalert services	Art Torres
Ends 06/30/23 - in progress	City of Mission Viejo 200 Civic Center Mission Viejo, CA	Brett Canedy (949) 470-8422	Maintenance of 117 traffic signals, lighting, and Fiber Optic Services, Digalert	Art Torres
Ends 06/30/27 - in progress	City of San Marcos 201 Mata Way San Marcos, CA	Dylan De Bie (760) 752-7550	Maintenance of 75 traffic signals, 10k streetlights, Fiber Optic system maintenance, Digalert services	Kyle Nasser-Reis

E. COMPANY DATA



1. Company's Official Name, Address, and Principal Officers:

Bear Electrical Solutions, LLC.

Company Headquarters: 1252 State Street, PO Box 924, Alviso, CA 95002

Regional Office: 1114 E. Kimberly Avenue, Anaheim, CA 92801

Principal Officers: Andrew Bader, President Robert Asuncion, Vice President

Entity Type: Limited Liability Company / Partnership

2. Company Federal Employer ID Number: 46-1898744

3. Name and Address of Person Authorized to Make Decisions and Represents the Company:

Principal Officers: Andrew Bader, President Robert Asuncion, Vice President

Company Headquarters: 1252 State Street, PO Box 924, Alviso, CA 95002

4. Company's Address for any mailed funds:

PO Box 924, Alviso, CA 95002-0924

5. Any Failures or Refusals to Complete any Contracts:

Bear Electrical Solutions has had NO failures or refusals to complete any contract since company establishment.

6. Indicate the Number of Years under the Present Name:

Bear Electrical Solutions, LLC – since August 30, 2024. Prior entity name was Bear Electrical Solutions, Inc. from January 2013 to August 30, 2024.

7. Indicate the Number of Years of the Company's Experience in Providing Required Services:

12.5 years as Bear Electrical Solutions. Principals of the company have experience in this field for over 25 years.

8. Detailed Statement whether Proposer is totally or partially owned by another business organization that will be providing the services to meet the requirements of the Proposal:

Bear Electrical Solutions, LLC. is 100% owned by MWE Buyer, Inc.

9. Detailed Statement whether Proposer is totally or partially owns any other business organization that will be providing the services to meet the requirements of the Proposal:

Bear Electrical does not own any other businesses and will self-perform 100% of the work in this proposal.

10. Copy of Contractors' License:



F. RESOURCES TO BE PROVIDED BY THE CITY



Bear Electrical Solutions is well-equipped to provide a comprehensive, turnkey on-call maintenance program for the City of Orange. With in-house inventory, specialized equipment, skilled personnel, and established business systems, we are fully prepared to meet the scope and requirements outlined in this RFP.

Based on our experience with similar municipal contracts, the following City-provided resources will be essential to supporting a successful and efficient maintenance program:

City Assistance:

- **City Traffic Engineer –**
 - To provide timing programming for signalized intersections or to approve timing changes.
 - To approve recommended equipment submittals for any maintenance equipment replacements.
 - Permit process approval, when applicable.
- **Neighboring Agency Contact –**
 - In the event traffic control encroaches into a neighboring agency, we will need a contact at the neighboring agency to help facilitate an encroachment permit process.
 - If transit is impacted to any traffic signal or streetlight maintenance work, we will need a contact at the respective transit agency for permit or coordination sake.
- **Asset Location Information and Collateral –**
 - It is expected that the City to provide a complete list of locations and any collateral information associated with each item to be maintained (i.e. keys for cabinet locks, passwords to controller, communication networking info.)

Material Resources:

- **City Furnish Material –**
 - If the City requests Bear to administer or track material warranty information, the City must provide the relevant vendor and purchase details to facilitate any necessary warranty work.
 - If applicable, the City shall provide access to storage areas where City-furnished materials are kept. Additionally, the City should disclose whether Bear will be responsible for supplying shipping and handling equipment (e.g., crane or forklift for poles).

G. RESUMES AND PROJECT ORGANIZATION



Staffing & Team Organization

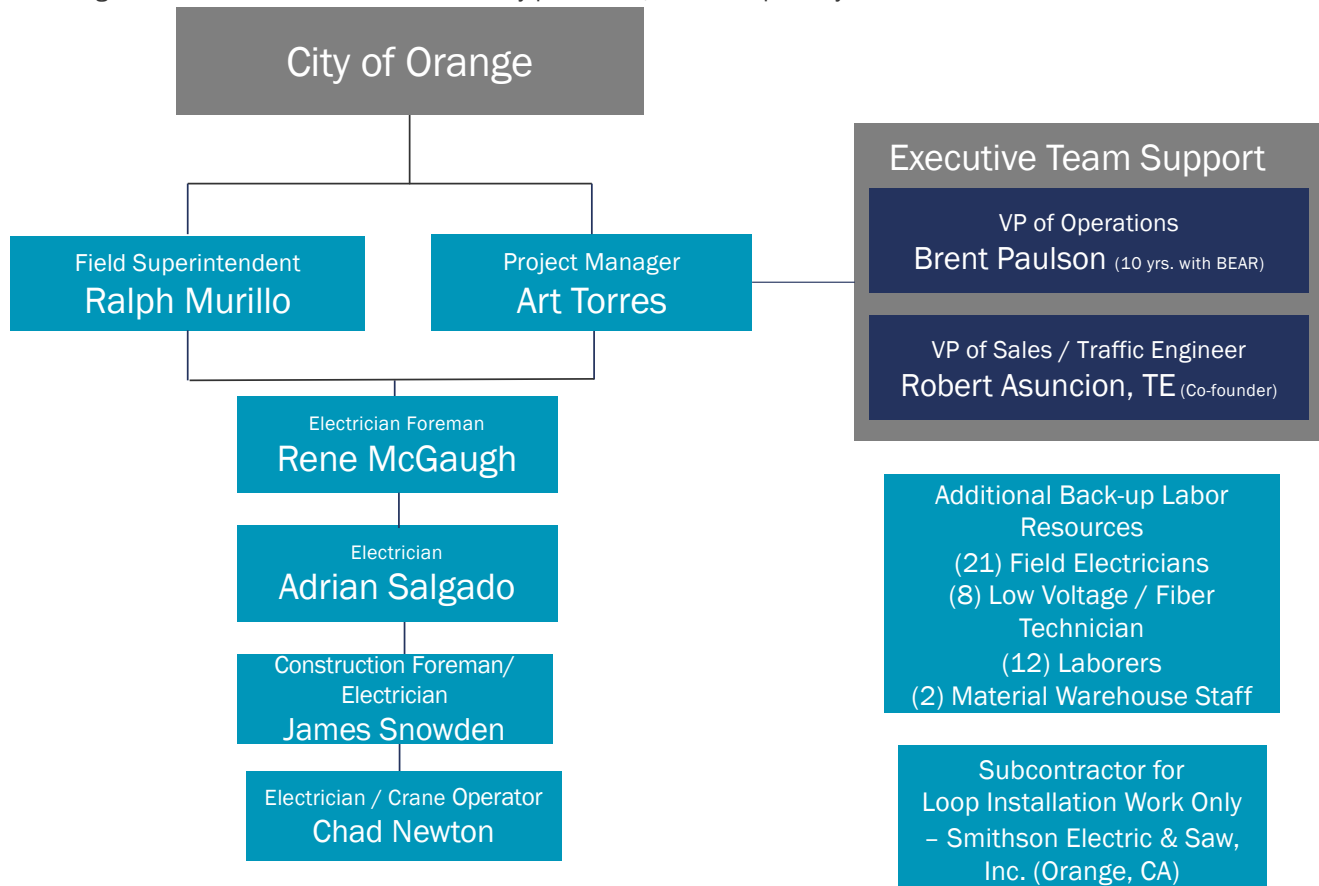
Our proposed project team members have decades of experience performing the work requested in the RFP. Our team's core expertise include traffic signal routine, emergency response, and extraordinary repair, DigAlert services, fiber optic maintenance services, and ad-hoc electrical public work-type projects.

We understand that a contract of this magnitude requires a core level of dedicated project staff. In addition to this, through servicing similar agencies, we understand response and extraordinary maintenance workload is not always linear. To manage the peaks and valleys of workflow, we have built a qualified support team that can provide assistance when extra capacity is needed to facilitate fast response times.

Subcontractors

The Bear team intends to self-perform all work mentioned in the RFP except for any in-ground vehicle loop installation work as that scope of work will be performed by Smithson Electric and Concrete & Saw (Orange, CA – DIR# 1000001610).

The organization chart below identifies the key personnel, role and specialty:



G. KEY PERSONNEL RESUME



Ralph Murillo



Field Supervisor

As the field supervisor technician, Ralph will be responsible for the daily schedule and management of field resources, ensuring that task and work order expectations are regularly met. Ralph has been in the traffic signal industry for over 19 years, from laborer to field superintendent. Ralph oversees the field operations for the BEAR southern California office. This entails managing and supervising several foreman electricians, warehouse/materials laborers, and self-performing traffic signal fieldwork.

Experience

Field Superintendent

Bear Electrical Solutions, | 2016-present | Anaheim, CA

Responsible for providing the proper resources to internal and external customers. Develops the work schedule and ensures it meets customers' expectations. Manages 14 field staff, including electricians and warehouse/laborers.

- Traffic Signal Maintenance, Emergency Response, Repair & Troubleshooting.
- New Signal Commissioning / ITS Deployment
- Responsible for hiring and training new employees.
- Repair and troubleshoot traffic signals and communication equipment.
- 24/7/365 On-Call duty response

Electrician

Computer Services Co. | 1995-2016 | Baldwin Park, CA

- Traffic Signal Maintenance
- Streetlight Maintenance
- Fiber Optic / Copper / Wireless Communication
- ITS Deployment
- Traffic Signal Upgrades/ Modifications

Certifications

IMSA - Work Zone Safety
IMSA - Traffic Signals Field Electrician I/II/III
IMSA Fiber Optic Technician
OSHA 30 Certified

Licenses

General Electrician#141087

G. KEY PERSONNEL RESUME



Art Torres



Project Manager and Designated Office Coordinator

As the designated Account Manager, Art will be the first point of contact for the City. Art can provide estimates and scheduling to the City. Art will communicate project expectations to BEAR staff for each on-call work order. Art will also perform project close-out procedures, including invoicing, warranty registration, and documentation.

Experience

Regional Project Manager

Bear Electrical Solutions | 2016-present | Anaheim, CA

- Account project management and designated office coordinator for agencies
- Review and prepare contract invoices for extraordinary and routine maintenance billings
- Prepares estimates and proposals to agencies for extraordinary work or ad-hoc electrical projects
- Provides communication and monthly status meetings with agencies regarding routine maintenance programs
- Reports to Vice President of Operations

Traffic Signal Electrician

Computer Services Company | 2006-2016 | Baldwin Park, CA

- Traffic signal construction and maintenance
- Trained new employees

Certifications

IMSA Work Zone
IMSA Traffic Signal Level I
IMSA Traffic Signal Level II
IMSA Traffic Signal Level III

Licenses

NEC# 115259-G

G. KEY PERSONNEL RESUME



RENE MCGAUGH

ELECTRICIAN FOREMAN

Rene started his career in the traffic signal maintenance industry in 2003. At one time, Rene was the responsible managing employee (RME) for his previous employer carrying the Contractor's License for his company. He is knowledgeable and passionate about his craft as he trains new and old colleagues in new traffic signal technologies. Rene is an expert in troubleshooting and underground repair and restoration.



Electrician – Anaheim Office

Bear Electrical Solutions, Inc. (2017-present)

Resides in Riverside. Leads crews in special signal projects. Provides traffic signal maintenance and emergency response work to multiple agencies in the region. Knowledgeable of all TS1, TS2, and 332 cabinet and controllers.

Traffic Electrician

Computer Services Company (2004-2017) –
Baldwin Park, CA

- Traffic Signal Maintenance
- Traffic Signal Construction
- Foreman duties, Train new employees
- Repair and troubleshoot traffic signal and communication equipment.
- 24/7/365 On-Call duty response

Certifications

IMSA - Work Zone Safety
IMSA - Traffic Signals Field Electrician I/II/III
OSHA 30 Certified

Notable Projects

Led Bear crews in installing over 500 license plate reader cameras in SOCAL.

License

General Electrician#150376



G. KEY PERSONNEL RESUME



Adrian Salgado

Traffic Signal Technician

Adrian is an experienced traffic signal technician and maintenance electrician that has spent his career focusing on signal and streetlight work. He has continued to evolve his career adding additional certifications and education to better serve customers.

Traffic Signal Technician

Bear Electrical Solutions | 2024-present | Anaheim, CA

- Construction, Installation, and Maintenance of Traffic Signals, Streetlights and Equipment
- Communication configuration of network switches and devices for networks

Senior Electrician

SunPower Corporation | 2021-2024 | Woodland Hills, CA

- Installed automatic transfer switches and energy storage systems
- Provided a range of electrical services and focused troubleshooting

Traffic Signal Technician 2

St. Francis Electric | 2018-2021 | Riverside, CA

- Traffic signal maintenance
- Provided ongoing maintenance for the City of Lancaster and San Bernardino

Field Electrical Supervisor

SunPower Corporation | 2018-2019 | Woodland Hills, CA

Electrical Foreman

Metro RF Services | 2015-2019 | Ontario, CA

Experience

Certifications/Licenses

State Certified Electrician
IMSA Work Zone Safety
Level 1 Traffic Signal Technician
Level 2 Traffic Signal Technician
OSHA 30

Skills

Traffic Signal Maintenance
Repair of pole knockdowns
Programming of ITERIS and Econolite detection cameras
Troubleshooting of NEMA and 332 Cabinets

James Snowden

Construction Foreman - Electrician

James Snowden will be designated construction foreman to lead construction activities for the City. Experienced in streetlight and traffic signal construction, James will coordinate construction work according to priorities and plans; allocating general and daily responsibilities as well as supervise and train workers. James will also ensure manpower and resources are properly assigned and adequate for safe and sustainable construction practices.

Construction Foreman - Electrician

Bear Electrical Solutions | 2022-present | Anaheim, CA

Experience

- Troubleshoot and repair streetlights and traffic signals
- Supervise and train electricians and laborers
- Perform new construction activities including conduit, pullbox, wiring, foundation, and pole installations.
- Progress reports to management
- Monitor construction expenditures and ensure work remains within budget
- Crane Operator

Electrician – Construction team

ILB Electric | 2017-2022 | Corona, CA

- Erect new traffic signals and streetlights from the ground up
- Auger and pour new foundations
- Remove old poles and foundations and install new in place
- Pull wire through conduits for signalized intersections.
- Supervised directional boring operations.
- Terminated conduits, installed new pullboxes, concrete restoration supervision of apprentices.

Certifications

IMSA Work Zone
IMSA Traffic Signal Level I / II
OSHA 30
EVITP Certified (Electrical Vehicle Infrastructure)
Signal and Rigging Certified (Crane)

Licenses

CA Electrician NEC# 166842

G. KEY PERSONNEL RESUME



Chad Newton

Crane Operator / Electrician

Chad has previous working experience with this project during his tenure at another traffic signal maintenance company. For this project, Chad will be assigned as a crane operator and on-call maintenance support for emergency response work and any extraordinary work. Chad has over 5,000 working hours as a crane operator.

Experience

Traffic Signal Technician / Crane Operator

Bear Electrical Solutions | 2022-present | Anaheim, CA

- Traffic Signal Maintenance – Routine and Emergency Response Technician (Initial response and permanent repair)
- Traffic Signal infrastructure installation and repair (including conduits, pole foundations, TS gear, ITS)

Traffic Signal Electrician

Yunex | 2011-2022 | Anaheim, CA

- Traffic signal construction and maintenance
- Crane Operator
- Emergency response and repair of traffic signals

Certifications

IMSA Work Zone
IMSA Traffic Signal Level I/II
National Commission for the Certification of Crane Operators (NCCCO)
Flagger Certified
OSHA 10

Licenses

Class A Drivers License
Electrical IBEW Apprenticeship Graduate

G. KEY PERSONNEL RESUME



Phillip Heffernan

Construction & Maintenance Electrician

Phillip is an experienced construction and maintenance electrician that will be assigned to work on construction-based work for the agency. He specializes in streetlights installation, EV charging stations, communication infrastructure (fiber optic, networking cables), and other ITS infrastructure.

Experience

Electrician

Bear Electrical Solutions | 2023-present | Anaheim, CA

- Construction, Installation, and Maintenance of Traffic Signals, Streetlights and Equipment
- Electric Vehicle Charging Station Maintenance and Installation
- Fiber Optic splicing, testing, and maintenance
- Communication configuration of network switches and devices for networks

Electrical Instructor

Orange County Electrical Training Trust | 2022-present | Santa Ana, CA

- Instructs apprenticeship programs – Inside Wireman, Sound Installer, and Intelligent Traffic Systems
- Provides the necessary training for electrical student candidates to become journeyman level electricians.

Electrician

ILB Electric | 2016-2023 | Corona, CA

- Traffic signal construction and maintenance
- Manage construction crews for streetlight, traffic signal projects

Electrician

Asplundh Construction | 2013-2015 | Buena Park, CA

- Traffic signal construction and maintenance
- Manage construction crews for streetlight, traffic signal projects

Certifications

IMSA Work Zone
IMSA Traffic Signal Level I
FOA Fiber Optic Technician
ETA International Fiber Optic Technician
Electric Vehicle Infrastructure 1 Certification
OSHA 30 Certification
Bucket Truck and Aerial Work certified

Licenses

CA Licensed NEC# 170250-G

H. CERTIFICATE OF NON-COLLUSION



ATTACHMENT A: Certificate of Non-Collusion

CERTIFICATE OF NON-COLLUSION

[Note: This form must be completed and signed by an authorized representative of each proposer.]

Be it known that Robert Asuncion (name),
being first duly sworn, deposes and testifies that he/she is the Vice President
(relationship with proposer firm), of Bear Electrical Solutions, LLC. (legal name
of proposing firm), making the foregoing proposal:

1. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation.
2. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid.
3. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding.
4. 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 of that of any other bidder.
5. All statements contained in the bid are true.
6. 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, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.
7. Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.
8. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 06/26/25 [date], at Alviso [city], CA [state].

That all the above statements are true to the best of my knowledge.

Signed

I. FEE SCHEDULE



ATTACHMENT B: Fee Schedule

I. Fee Schedule for On-Call Signal, Lighting and Electrical Maintenance Services

Provide Fee Schedule for labor, services, and equipment. Apart from pole or cabinet knockdowns and other emergency situations, corrective and routine maintenance requires prior written approval from the City before any work is scheduled. The Contractor shall prepare estimates showing the cost breakdown of material and labor for the services and submit this information to the City. The City reserves the right to obtain price quotes from more than one contractor to conduct maintenance services.

A. Labor Fee Schedule

Classification	Hourly Straight Time	Hourly Overtime	Hourly Premium
Electrician - Foreman	\$126.50	\$165.00	\$205.00

Duties:

Serve as primary point of contact between field crew and City for more complex electrical projects. Interprets plans and specs for advanced projects.

Classification	Hourly Straight Time	Hourly Overtime	Hourly Premium
Electrician - Technician	\$120.00	\$155.00	\$200.00

Duties:

Licensed and qualified to self perform electrical installation, maintenance, and repairs under minimal supervision. Perform preventative maintenance and emergency repairs.

Classification	Hourly Straight Time	Hourly Overtime	Hourly Premium
Laborer	\$107.00	\$135.00	\$165.00

Duties:

Provides essential support to electricians by performing variety of manual tasks that help maintain efficient and safe jobsite conditions. This includes traffic control, material handling, pulling wire, digging and installation of underground infrastructure.

Classification	Hourly Straight Time	Hourly Overtime	Hourly Premium
Heavy Equipment Operator	\$105.00	\$190.00	\$235.00

Duties:

Responsible to operating machinery used in construction and maintenance; they support trenching, pole installation, grading, and material handling activities.

(Include additional sheets for the Labor Fee Schedule, if necessary.)

B. Service Fee Schedule

1. Cabinet and controller laboratory testing and certification \$ 1,280.00 per Item

2. USA marking \$ 120.00 per Loc.

3. Furnish and install 6'-diameter inductive loop detector:

<u>Quantity</u>	<u>Price Each</u>
1 to 4	\$ <u>880.00</u>
5 to 12	\$ <u>840.00</u>
13 to 20	\$ <u>825.00</u>
21 or more	\$ <u>770.00</u>

4. Furnish and install 12" LED green ball:

<u>Quantity</u>	<u>Price Each</u>
1 to 10	\$ <u>125.00</u>
10 to 25	\$ <u>100.00</u>

5. Furnish and install 12" LED red ball:

<u>Quantity</u>	<u>Price Each</u>
1 to 10	\$ <u>125.00</u>
10 to 25	\$ <u>100.00</u>

6. Furnish and install 12" LED yellow ball:

<u>Quantity</u>	<u>Price Each</u>
1 to 10	\$ <u>125.00</u>
10 to 25	\$ <u>100.00</u>

7. Install Traffic Signal Pole Foundation per latest Caltrans Standard Plans:

<u>Type</u>	<u>Price Each</u>
1A	\$ <u>5,500.00</u>
15TS	\$ <u>6,235.00</u>

8. LED pedestrian signal module: \$ 225.00 per module

9. Pedestrian Push Button (PPB): \$ 295.00 per button

10. Accessible Pedestrian Signals (APS): \$ 685.00 per button

11. Traffic signal backplate: \$ 165.00 per module

12. Fiber optic cable installation: \$ 120.00 per module / FEET

13. Procure street light pole:

<u>Type</u>	<u>Price Each</u>
1C123 above ground:	\$ <u>4,235.00</u>
1C128 above ground:	\$ <u>4,155.00</u>
1C123 below ground (6'):	\$ <u>5,525.00</u>
1C128 below ground (8'):	\$ <u>5,945.00</u>

C. Equipment Fee Schedule

1. Personnel Vehicle:	\$ <u>25.00</u>
2. Pickup Truck:	\$ <u>35.00</u>
3. Bucket Truck, specify height <u>45'</u>	\$ <u>40.00</u>
4. Bucket Truck, specify height <u>55'</u>	\$ <u>45.00</u>
5. Bucket Truck, specify height _____	\$ _____
6. Bucket Truck, specify height _____	\$ _____
7. Other <u>Crane Truck</u>	\$ <u>65.00</u>
8. Other <u>Dump Truck</u>	\$ <u>35.00</u>
9. Other <u>Jack / Compressor</u>	\$ <u>25.00</u>
10. Other _____	\$ _____
11. Other _____	\$ _____
12. Other _____	\$ _____

Any equipment not listed will be charged per current Caltrans equipment rates. The City will pay a maximum travel time of one hour in each direction for emergency maintenance during non-working hours, weekends, and holidays.

II. Material Cost Mark-up

Provide proposed mark-up percentage of invoiced price for cost of material, outside those listed in Section I - Fee Schedule for On-Call Signal, Lighting and Electrical Maintenance Services. No markup will be allowed on tariffs, taxes, or freight/shipping.

Proposed mark-up = 10.0 %