



STAFF REPORT

Date: Tuesday, May 13, 2014
To: Bryan H. Montgomery, City Manager
From: Kevin Rohani, Public Works Director/City Engineer

Approved and Forwarded to City Council:


Bryan H. Montgomery, City Manager

SUBJECT: Award of Contract to Bear Electrical Solutions Inc. for Traffic Signal and Street Light Maintenance for City of Oakley

Background and Analysis

The City of Oakley is responsible for the maintenance and operation of 33 traffic signals, 5 electronic speed radar feedback signs, 1 in-pavement lighted crosswalk, 7 pedestrian cross walk flashing lights, 1170 street lights, and 112 parking lot lights. This electrical infrastructure system must be maintained in a safe and efficient manner to ensure the proper operation of the City's transportation system. The City of Oakley does not currently have the in-house staffing or equipment necessary to maintain these electrical infrastructure systems.

In the past, the City had separate contracts for maintenance and service of the various parts of the electrical infrastructure. The professional duty of Staff is to review such maintenance contracts annually to ensure the services provided are satisfactory and meet the City's expectations, contracts terms, and service requirements. The existing contracts for traffic signal and street light maintenance are provided by two separate contractors at a cost of nearly \$150,000 annually without a proactive and effective maintenance component and did not include any parking lot light maintenance service.

As a potential cost savings to the City, Staff opted for a single contractor approach to provide the city-wide electrical infrastructure maintenance services. This approach is consistent with many of the other municipalities in the Bay Area for electrical maintenance services.

To address the deficiencies in the existing maintenance program and to better align the maintenance services with proper resources, Staff prepared a Request for Proposal for Traffic Signal, Street Light, Park/Parking Lot Lights, Radar Speed Signs, and Pedestrian Safety Crossing Lights for maintenance services. The scope of work provides the City with a robust maintenance program that performs monthly, semi-annual, and annual maintenance services (including night time inspections of the street lights) to the City's electrical infrastructure and to keep it in the best operational condition.

The scope of the Preventative Maintenance activities that are performed as a routine each month will help in reducing malfunctions of the electrical infrastructure, reduce complaints, and extend the useful life of the City owned and operated equipment. Example of routine maintenance activities include checking the functionality of all traffic signal equipment, checking the signal timing and phasing operation, checking for worn-out electrical cables and lamps, cleaning of controller cabinets, and checking the street light poles and light heads. Unscheduled and emergency response work are operations that are typically not covered by preventive maintenance due to their unknown nature and circumstances and could entail repairs resulting from traffic accidents that damage traffic signals or street lights or natural disaster, such as storms and earthquakes.

In response to this Request for Proposal, the City received three (3) proposals from the following contractors:

Siemens Industry, Inc.	\$66,645.12
Bear Electrical Solutions, Inc.	\$67,896.00
Contra Costa County	\$69,462.00

Staff reviewed the proposals in detail and determined that Siemens Industry, Inc. and Bear Electrical Solutions, Inc. were both responsive to the City's Request for Proposal. Staff performed extensive reference checking and analysis of the proposals from Siemens Industry, Inc. and Bear Electrical Solutions, Inc. and determined that the overall maintenance services that are proposed by Bear Electrical Solutions, Inc. is superior to the service proposed by Siemens Industry, Inc. In addition, references from municipalities that are currently using Bear Electrical Solutions, Inc. indicated a very positive and competent service provider, and those municipalities highly recommend Bear Electrical Solutions, Inc. and plan to continue to use them for their municipal traffic signal and street light maintenance services.

Bear Electrical Solutions, Inc. can provide a wide range of electrical infrastructure maintenance services to the City; both during normal operations, during emergencies, after-hours service needs; and would be available 24/7 as needed by the City.

Fiscal Impact

Approval of the resolution will authorize the City Manager to execute the Traffic Signal and Street Light Services agreement with Bear Electrical Solutions, Inc. in an amount of \$67,896.00 annually for Fiscal Year 2014/15 and 2015/16. This contract will begin on July 1, 2014, at the beginning of the Fiscal Year. An additional \$27,104 to cover costs of the materials and services for emergency and unscheduled maintenance emergency work will be included as part of the Public Works Department Operation budget for FY 2014/15, making a total budget of \$95,000.

Recommendation

Staff recommends that the City Council adopt the resolution approving the Traffic Signal and Street Light Maintenance Services Agreement with Bear Electrical Solutions, Inc. for a two year period and authorizing the City Manager to execute the agreement.

Attachments

1. Traffic Signal and Street Light Maintenance Services Agreement
2. Proposal from Bear Electrical Solutions, Inc.
3. Resolution

**CONTRACTING SERVICES AGREEMENT BETWEEN THE
CITY OF OAKLEY AND BEAR ELECTRICAL SOLUTIONS, INC.
FOR TRAFFIC SIGNAL AND STREET LIGHT MAINTENANCE SERVICES**

THIS AGREEMENT for contracted traffic signal and street light maintenance services is entered into by and between the City of Oakley, a municipal corporation in the State of California (hereinafter referred to as "City") and Bear Electrical Solutions, Inc. (hereinafter referred to as "Contractor") as of July 1, 2014 (the "Effective Date").

Section 1. ATTACHMENTS. The attached exhibits are made a part of this Agreement. Exhibit "A" contains the prevailing wage requirements. Prevailing wages are required in the performance of this Contract as set forth in Exhibit "A". Exhibit "A" contains the Hours of Work provisions, Exhibit "B" contains the Scope of Services and Compensation Schedule, Exhibit "C" contains the Specific Insurance Requirements, and Exhibit "D" contains the Verification of Required Insurance. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to the City the services described in Exhibit "B" at the place(s) and in the manner specified therein.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on **June 30, 2016**, and Contractor shall complete all the work described in Exhibit B prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Contractor to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8. The City reserves the right to extend the contract an additional two years from the original completion date for a revised completion date of June 30, 2018.
- 1.2 **Standard of Performance.** Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards and specifications stated in the e and as observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession. Contractor shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Contractor's profession. If conflict exists between standards and specifications the more strict of the two shall be adhered to.
- 1.3 **Assignment of Personnel.** Contractor shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Contractor shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Contractor's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Contractor a sum not to exceed **Sixty Seven Thousand Eight Hundred Ninety Six Dollars (\$67,896.00) annually** as described in Exhibit B, notwithstanding any contrary indications that may be contained in Contractor's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Contractor's proposal, regarding the amount of compensation, the Agreement shall prevail. City shall pay Contractor for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Contractor for services rendered pursuant to this Agreement. Contractor shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Contractor shall not bill City for duplicate services performed by more than one person.

Contractor and City acknowledge and agree that compensation paid by City to Contractor under this Agreement is based upon Contractor's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Contractor. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Contractor and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 Invoices. Contractor shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- Name of company and remittance address;
- Name and telephone number of contact for billing inquires;
- The beginning and ending dates of the billing period (Date(s) of work performed);
- A Task Summary containing the original contract amount, the amount of prior billings with dates, and the total due this period.
- Itemized - City Maintenance Zone Number listed/line item by cost; City Maintenance Area Description listed/line item by cost. City Billing/Coding Number listed for each billed item.
- Attachment of approved proposals to monthly invoice if extra work (separate from regular maintenance work payment schedule) was performed.
- The Contractor's signature.

2.2 Monthly Payment. City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above and in the exhibits to pay Contractor.

2.3 Total Payment. City shall pay for the services to be rendered by Contractor pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Contractor in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Contractor submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

- 2.4 **Extra Work / Non-Contractual Work.** Any work not specifically included in Exhibit B that is either required to be done for Contractor to do proper maintenance or is a recommendation by the Contractor, shall be submitted in writing to the City prior to start of work, and no work shall commence until signed approval is provided by the City to the Contractor for said work. All cost proposals shall be listed as a Time and Materials work with each line item listed for each material cost and labor costs, unless otherwise requested by the City.
- 2.5 **Payment of Taxes.** Contractor is solely responsible for the payment of employment and income taxes incurred under this Agreement and any similar federal or state taxes.
- 2.6 **Payment upon Termination.** In the event that the City or Contractor terminates this Agreement pursuant to Section 8, the City shall compensate the Contractor for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Contractor shall maintain adequate logs and timesheets in order to verify costs incurred to that date.
- 2.7 **Authorization to Perform Services.** The Contractor is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Contractor shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Contractor only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Contractor's use while meeting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

- 3.1 **Recycling Requirements.** Contractor agrees to comply with all City recycling requirements, and as set forth in the Oakley Municipal Code, including, but not limited to:
- a. **Construction and Demolition.** Contractor must contact a customer service representative (CSR) at Oakley Disposal Service, Inc. to arrange for service for any and all construction and demolition work to be performed as part of this project unless Contractor has been approved by the City as a "self-hauler" as defined in Oakley Municipal Code §4.20.308. The CSR will ask if the drop box contains recycle material and will direct the Contractor to drop the construction and demolition debris, including dirt and cement, to a permitted processing facility. The Contractor must indicate on their order form, by checking the applicable box, that they need documentation to comply with the Oakley Municipal Code. This documentation must be provided to the City within ten (10) days of receipt of said documentation by Contractor.
- b. **Commercial Self-Haul.** Business self-haul materials are accepted at various Oakley Disposal Service, Inc. local facilities for recycling and include, but are not limited to, wood, inerts, metals, tires, greenwaste, plastics, cardboard, mattresses, foam padding, propane tanks, e-waste and

appliances. Contractor agrees to drop any and all business self-haul materials at a site designated on the website www.cccounty.us/depart/cd/recycle.

c. Road Maintenance and Construction Projects. Contractor agrees to recycle greenwaste, asphalt, concrete and metal from any and all road maintenance and construction projects at Oakley Disposal Service, Inc. designated locations.

d. Office Recyclables. If Contractor has an office, temporary office, or trailer within the City of Oakley, Contractor agrees to recycle all paper, cardboard, bottles, cans, and toner cartridges at Oakley Disposal Service, Inc. designated locations.

e. Special Waste Materials. Contractor shall dispose of inert materials, including, but not limited to, concrete, asphalt and rubber, at Oakley Disposal Service, Inc. designated locations. Shingles and wood waste shall be diverted to the Recycling Center and Transfer Station (RCTS) located at 3700 Loveridge Road, Pittsburg, CA 94565. Scrap metal shall be dropped off at a large-scale scrap metal recycle facility operating within Contra Costa County which may be found at www.cccorecycle.org.

f. Universal Waste. Contractor shall dispose of batteries, mercury containing devices and lamps, and certain consumer electronics at a recycling center designated by Oakley Disposal Service, Inc.

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Contractor, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance as set forth in Exhibit C against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Contractor shall provide proof satisfactory to City of such insurance that meets the requirements of this section; as set forth in Exhibit C and under forms of insurance satisfactory in all respects to the City. Contractor shall maintain the insurance policies required by this section and as set forth in Exhibit C throughout the term of this Agreement. The cost of such insurance shall be included in the Contractor's bid. Contractor shall not allow any subcontractor to commence work on any subcontract until Contractor has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Verification of the required insurance is attached and incorporated herein as Exhibit D.

4.1 Notice of Reduction of Coverage. In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, Contractor shall provide written notice to City at Contractor's earliest possible opportunity and in no case later than five (5) days after Contractor is notified of the change in coverage.

4.2 Variation. The City may approve a variation in the insurance requirements, upon a determination that the coverage, scope, limits, and form of such insurance are either not commercially available, or that the City's interests are otherwise fully protected.

4.3 Remedies. In addition to any other remedies City may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following

remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Contractor's breach:

- Order Contractor to stop work under this Agreement or withhold any payment that becomes due to Contractor hereunder, or both stop work and withhold any payment, until Contractor demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES. Contractor shall to the fullest extent allowed by law, with respect to all Services performed in connection with the Agreement, defend with Counsel acceptable to the City, and indemnify and hold the City and its officials, officers, employees, agents, and volunteers harmless from and against any and all losses that arise out of, pertain to, or relate to negligence, recklessness, or willful misconduct of the Contractor ("Claims"). Contractor will bear all losses, costs, damages, expense and liability of every kind, nature and description that arise out of, pertain to, or relate to such Claims, whether directly or indirectly ("Liability"). Such obligations to defend, hold harmless and indemnify the City shall not apply to the extent that such Liability is caused by the sole negligence, active negligence, or willful misconduct of the City.

With respect to third party claims against the Contractor, the Contractor waives any and all rights of any type of express or implied indemnity against the indemnitees.

However, notwithstanding the foregoing, in accordance with California Civil Code Section 1668, nothing in this Agreement shall be construed to exempt the City from its own fraud, willful injury to the person or property of another, or violation of law. In addition, and notwithstanding the foregoing, in accordance with California Civil Code Section 1668, nothing in this Agreement shall be construed to exempt the City from its own fraud, willful injury to the person or property of another, or violation of law. In addition, and notwithstanding the foregoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code section 2783, as may be amended from time to time, such duties on Contractor to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

Section 6. STATUS OF CONTRACTOR.

- 6.1 Independent Contractor.** At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of City. City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

- 6.2 **Contractor No 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, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Contractor and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Contractor and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 **Licenses and Permits.** Contractor represents and warrants to City that Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Contractor represents and warrants to City that Contractor and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Contractor and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.
- 7.5 **Nondiscrimination and Equal Opportunity.** Contractor shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement. Contractor shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Contractor thereby.

Contractor shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

Section 8. TERMINATION AND MODIFICATION.

- 8.1 **Termination.** City may cancel this Agreement at any time and without cause upon written notification to Contractor.

Contractor may cancel this Agreement upon 30 days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Contractor shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Contractor delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Contractor or prepared by or for Contractor or the City in connection with this Agreement.

- 8.2 **Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Contractor understands and agrees that, if City grants such an extension, City shall have no obligation to provide Contractor with compensation beyond the maximum amount provided for in this Agreement.
- 8.3 **Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.
- 8.4 **Assignment and Subcontracting.** City and Contractor recognize and agree that this Agreement contemplates personal performance by Contractor and is based upon a determination of Contractor's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Contractor. Contractor may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Contractor shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.
- 8.5 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Contractor shall survive the termination of this Agreement.
- 8.6 **Options upon Breach by Contractor.** If Contractor materially breaches any of the terms of this Agreement, City's remedies shall included, but not be limited to, the following:
- Immediately terminate the Agreement;
 - Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Contractor pursuant to this Agreement;
 - Retain a different Contractor to complete the work not finished by Contractor; or
 - Charge Contractor the difference between the cost to complete the work that is unfinished at the time of breach and the amount that City would have paid Contractor pursuant to Section 2 if Contractor had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 **Records Created as Part of Contractor's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Contractor hereby agrees to deliver

those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Contractor agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.

9.2 Contractor's Books and Records. Contractor and its subcontractors shall establish and maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor to this Agreement. Accounting systems shall conform to generally accepted accounting principles and all records shall provide a breakdown of total costs charged under this Contract, including properly executed payrolls, time cards, invoices, receipts, vouchers, and other documents.

9.3 Inspection and Audit of Records. Any records or documents that Section 9.2 of this Agreement requires Contractor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

10.1 Attorneys' Fees. If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

10.1.1 Dispute Resolution. The Contract Administrator is empowered to issue orders and instructions to Contractor to effectuate the performance of the work and to ensure that the work complies with this Agreement. If Contractor receives a written direction or order from the Contract Administrator that the Contractor believes is inappropriate or not within the scope of work under this Agreement, the Contractor may appeal the Contract Administrator's order to the City Manager. Any such appeal must be filed within ten (10) business days after receipt of the contested order. The Contractor shall continue performing the work under the Agreement until the appeal is determined. In the event of any dispute between Contractor and the City, before either party may commence litigation to resolve such dispute, the matter shall be referred to nonbinding mediation. Each party shall bear its own costs and expenses for participation in the mediation, and each pay an equal share of the mediator's fees. In the event that the parties are unable among

themselves to appoint a mutually satisfactory mediator, the matter shall be submitted to the Walnut Creek office of JAMS*ENDISPUTE and a panelist shall be assigned by the administrator of that office.

- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Contra Costa or in the United States District Court for the Northern District of California.
- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.6 Use of Recycled Products.** Contractor shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 Conflict of Interest.** Contractor may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Contractor in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Contractor shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

Contractor hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Contractor was an employee, agent, appointee, or official of the City in the previous twelve months, Contractor warrants that it did not participate in any manner in the forming of this Agreement. Contractor understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Contractor will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Contractor will be required to reimburse the City for any sums paid to the Contractor. Contractor understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

10.8 Solicitation. Contractor agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

10.9 Contract Administration. This Agreement shall be administered by the City Engineer/Public Works Director ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

10.10 Notices. Any written notice to Contractor shall be sent to:

Bear Electrical Solutions, Inc.
Attn: Robert Asuncion, Vice President
1341 Archer Street
Alviso, CA 95002

Any written notice to City shall be sent to:

City of Oakley
Attn: Kevin Rohani, City Engineer/Public Works Director
3231 Main Street
Oakley, CA 94561

10.11 Integration. This Agreement, including the Scope of Work, Compensation Schedule, Insurance requirements, and Verification of Required Insurance attached hereto and incorporated herein as Exhibits A, B, C, and D, represents the entire and integrated agreement between City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.

10.12 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

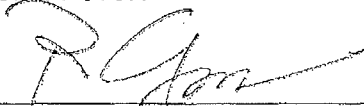
10.13 Authorized Signature. Each person and party signing this Agreement warrants that he/she has the authority to execute this Agreement on behalf of the principal and the party will be bound by such signature.

The Parties have executed this Agreement as of the Effective Date.

CITY OF OAKLEY

CONTRACTOR

Bryan Montgomery, City Manager



Robert Asuncion, Vice President
Bear Electrical Solutions, Inc.

Attest:

Libby Vreonis, City Clerk

Approved as to Form:

Derek Cole, City Attorney

EXHIBIT A

**PROVISIONS REQUIRED FOR PUBLIC WORKS CONTRACTS
PURSUANT TO CALIFORNIA LABOR CODE SECTION 1720 ET SEQ.**

HOURS OF WORK:

- A. In accordance with California Labor Code Section 1810, eight (8) hours of labor in performance of the services shall constitute a legal day's work under this contract.
- B. In accordance with California Labor Code Section 1811, the time of service of any worker employed in performance of the services is limited to eight hours during any one calendar day, and forty hours during any one calendar week, except in accordance with California Labor Code Section 1815, which provides that work in excess of eight hours during any one calendar day and forty hours during any one calendar week is permitted upon compensation for All hours worked in excess of eight hours during any one calendar day and forty hours during any one calendar week at not less than one-and-one-half times the basic rate of pay.
- C. The Contractor and its subcontractors shall forfeit as a penalty to the City \$25 for each worker employed in the performance of the services for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one calendar day, or more than forty (40) hours in any one calendar week, in violation of the provisions of California Labor Code Section 1810 and following.

WAGES:

- A. In accordance with California Labor Code Section 1773.2, the City has determined the general prevailing wages in the locality in which the services are to be performed for each craft or type of work needed to be published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file in the City Public Works Office and shall be made available on request. The Contractor and subcontractors engaged in the performance of the services shall pay no less than these rates to all persons engaged in performance of the services.
- B. In accordance with Labor Code Section 1775, the Contractor and any subcontractors engaged in performance of the services shall comply with Labor Code Section 1775, which establishes a penalty of up to \$50 per day for each worker engaged in the performance of the services that the Contractor or any subcontractor pays less than the specified prevailing wage or such other amount as may be designated in that section from time to time. The amount of such penalty shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Contractor or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor or subcontractor in meeting applicable prevailing wage obligations, or the willful failure by the Contractor or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Contractor or subcontractor had knowledge of their obligations under the California Labor Code. The Contractor or subcontractor shall pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate.

If a subcontractor worker engaged in performance of the services is not paid the general prevailing per diem wages by the subcontractor, the Contractor is not liable for any penalties therefore unless the Contractor had knowledge of that failure or unless the Contractor fails to comply with all of the following requirements:

1. The contract executed between the Contractor and the subcontractor for the performance of part of the services shall include a copy of the provisions of California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.
 2. The Contractor shall monitor payment of the specified general prevailing rate of per diem wages by the subcontractor by periodic review of the subcontractor's certified payroll records.
 3. Upon becoming aware of a subcontractor's failure to pay the specified prevailing rate of wages, the Contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for performance of the services.
 4. Prior to making final payment to the subcontractor, the Contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages for employees engaged in the performance of the services and any amounts due pursuant to California Labor Code Section 1813.
- C. In accordance with California Labor Code Section 1776, the Contractor and each subcontractor engaged in performance of the services shall keep accurate payroll records showing the name, address, social security number, work, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in performance of the services. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
1. The information contained in the payroll record is true and correct.
 2. The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by the employer's employees on the public works project.

The payroll records required pursuant to California Labor Code Section 1776 shall be certified and shall be available for inspection by the Owner and its authorized representatives, the Division of Labor Standards Enforcement, the Division of Apprenticeship Standards of the Department of Industrial Relations and shall otherwise be available for inspection in accordance with California Labor Code Section 1776.

- D. In accordance with California Labor Code Section 1777.5, the Contractor, on behalf of the Contractor and any subcontractors engaged in performance of the services shall be responsible for ensuring compliance with California Labor Code Section 1777.5 governing employment and payment of apprentices on public works contracts.
- E. In case it becomes necessary for the Contractor or any subcontractor engaged in performance of the services to employ for the services any person in a trade or occupation (except executive,

supervisory, administrative, clerical, or other non manual workers as such) for which no minimum wage rate has been determined by the Director of the Department of Industrial Relations, the Contractor shall pay the minimum rate of wages specified therein for the classification which most nearly corresponds to services to be performed by that person. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

EXHIBIT B

SCOPE OF SERVICES AND COMPENSATION SCHEDULE

EXHIBIT C

SPECIFIC INSURANCE REQUIREMENTS

MAINTENANCE CONTRACTS

Contractor shall procure and maintain for the duration of the contract, and for two years thereafter, 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, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit (i.e., \$4,000,000)
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **\$5,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Builder's Risk (Course of Construction)** insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.
5. **Professional Liability** (if Design/Build), with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
6. **Contractors' Pollution Legal Liability** and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

If the contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the contractor shall cause the insurer to reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Other Insurance Provisions

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

1. **The City, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the

Contractor's insurance (at least as broad as ISO Form GC 20 10, GC 11 85 or both GC 20 10 and GC 20 37 forms if later revisions used).

2. For any claims related to this project, the **Contractor's insurance coverage shall be primary** insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall provide that notice will be provided to City in the event that policy is terminated. Contractor shall immediately notify City of any insurance cancellation or termination and shall provide replacement insurance policy documentation to the City.

Builder's Risk (Course of Construction) Insurance

Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall **name the City as a loss payee** as their interest may appear. If the project does not involve new or major reconstruction, at the option of the City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City's site.

Claims Made Policies

If any coverage required is written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the City for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to the City.

Waiver of Subrogation

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. **The Worker's Compensation policy shall be endorsed with a waiver of subrogation** in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the City before work commences. However, failure

to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.

Special Risks or Circumstances

City reserves right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

EXHIBIT D

VERIFICATION OF REQUIRED INSURANCE



Contractor's License No. 982079
A – General Engineering
C-10 High Voltage Electrical
C-31 – Work Zone Traffic Control
LBE# CMD121616779/ SBE# 1752478

*1341 Archer Street, PO Box 924, Alviso, CA 95002-0924
Tel: 408-449-5178 Fax 408-449-5147*

April 28, 2014

City of Oakley
3231 Main Street
Oakley, CA 94561
ATTN: Mr. Kevin Rohani, PE - Public Works Director/ City Engineer

RE: Traffic Signal and Streetlight Maintenance Proposal for City of Oakley

Dear Mr. Rohani,

Bear Electrical Solutions, Inc. (BES) is excited and looking forward to the opportunity to work with the City of Oakley in providing traffic signal, streetlight, and parking lot lighting maintenance.

BES is a California contractor licensed and bonded with Class A (General Engineering), C-10 (High Voltage Electrical), and C-31 (Work Zone Traffic Control) licenses.

BES is the best firm for this project because BES' core business is traffic signal and streetlight maintenance – employing industry leading engineers, electricians, and technicians specialized in this type of work, as such, BES ensures proper and efficient work when it comes to troubleshooting and maintenance.

Below is a summary of work scope activities BES will be providing relating to traffic signal, streetlight, and parking lot maintenance services:

PREVENTATIVE AND ROUTINE MAINTENANCE

BES licensed electrician will perform the following monthly services upon notice to proceed from the City. The scope of work proposed by BES exceeds the requirements as stated in the City's RFP.

Monthly Routine for Traffic Signal, Streetlights, Park/Parking Lot Lights, Radar Signs, Safety lights, emergency vehicle preemption devices, and signals, interconnect conduits/ fiber optic cables, detection loops, and video detection cameras. (When applicable):

1. Record arrival time, date, work done, and name of the traffic signal technician on the maintenance forms supplied by BES and retained in the controller cabinet. Correct and/or report deficiencies to the City.
2. Check timing of individual signal phases, as per timing sheet provided by the City. Time intervals for the traffic signal controller functions, emergency vehicle and railroad preempt functions and settings for vehicle detector operations are established by the City. BES shall be responsible to see that the signal settings are maintained. BES will make changes required on detector settings only, not timing parameters, on a temporary basis due to traffic signal malfunctions such as detector failures. BES will inform the City engineer of any and all changes within the next business day.
 - a. BES Traffic Engineer, Robert Asuncion, can provide timing audit services as part of our standard routine.
 - b. BES staff will provide digital copies of timing sheets as needed.
3. Using a stopwatch, BES will check the actual timing of yellow and red clearance intervals for all phases against the programmed time. BES will notify the Engineer by next business day of any detected discrepancy.
 - a. BES staff will also look at pedestrian clearance time and walk intervals to ensure pedestrian phases are timing correctly.
4. Move the fan thermostat setting and determine if the fan is operable. Reset to proper temperature.
5. Visually inspect all relays, clocks, dials, and photocells, cabinet locks, cabinet fans, switches, and appurtenances and make routine adjustments or minor repairs if necessary.
6. Check and tighten all screws on the terminal strips in the controller cabinets.
7. Check all anchor bolts at all poles of the intersection and tighten as necessary.
8. Check signal cabinet for traces of rust. Remove rust and paint over areas of rust. Report to the City the cause of rust.
9. Check signal cabinet and service box for presence of graffiti. Remove graffiti by either by brushing, wiping, or painting over it. Obtain approval by the City prior to any painting. (No painting on any existing unpainted anodized aluminum cabinets or on painted cabinets with treated anti-graffiti coating.)
10. Check signal cabinet for presence of pests and mitigate appropriately.
11. Vacuum cabinet and remove any foreign material. Check cabinet filter for tight fit and tape if required. Check cabinet seal for water-tightness and re-seal where necessary.
12. Inspect all vehicle and pedestrian signal heads including backplates, visor, and indications for proper operation, alignment, broken lenses. Replace all broken and/or missing parts, align signal and pedestrian heads, and adjust all mast arm signs as necessary. Replace all burnt-out vehicle and pedestrian signal indications with LED indications.
13. Check all vehicle detectors for functional operation. Walk intersection and check condition of all pavement loops. Verify all loops are functional and placing calls to the designated phases. Check the seal of all pavement loops and reseal if needed.
14. Check all pedestrian push buttons for functional operation. Replace or repair any broken and defective pedestrian push buttons. All new pedestrian push buttons shall be 2" diameter ADA push buttons when replacing existing non-APS push buttons. New push buttons must be Piezo driven solid-state, capable of placing a call when pushed with as

- little as two pounds of force, shall provide both an audible and visible confirmation on activation by a pedestrian.
15. Walk the intersection and inspect all pullboxes and hand-holes relating to the traffic signal. Replace all missing and broken pullbox lids and hand-hole covers.
 16. Remove all postings and adhesive material on cabinets and signal poles.
 17. Check related photoelectric circuitry and make routine adjustments or repairs as necessary.
 - a. Make recommendations to the Engineer if trees or shrubs need to be trimmed or removed for approval.
 18. At locations equipped with audible pedestrian signal or accessible pedestrian signals, check and ensure all audible and/or accessible pedestrian signals are properly programmed per CA MUTCD requirements and functional. Replace or repair any broken or defective audible pedestrian signals or APS units. Replacement units shall be new and of the same make and model of the unit being replaced.
 19. At locations equipped with emergency vehicle preemption equipment, visually inspect the alignment of the optical detectors, check that the phase selectors are turned on, ensure all connections are tight and secure and all indicators output normal readings for regular operations. Test each preemption approach for proper operations per the signal timing sheet.
 20. At locations equipped with a battery back-up system, visually inspect all battery back-up system panel indicators during normal signal operations and run time operations of the traffic signal system with battery back-up power. Check all batteries and verify they are fully charged. Clean all battery terminals. Measure battery conductance, flow charge, and deep cycle charge. Verify system is operational.
 - a. Document all readings and log into maintenance log.
 21. At locations equipped with a CCTV camera, clean the dome of the camera. Check and secure the camera mounting and tighten all connections. Visually inspect for any damage.
 - a. Call and coordinate with City staff to ensure video output can be viewed at the City office.
 22. At locations equipped with communications equipment, visually inspect and verify connectivity to City Hall. Coordinate with the City on any deficiencies and make repairs as needed.
 23. Clean and polish solar panels and check all operations and indications.
 24. We will install identification tags for each of the lights within the first two months of the contract.
 25. Perform citywide streetlight night check at all streetlight locations as well as City-owned parking lots.

Semi-Annual Routine:

1. Measure the signal system power consumption of all intersections that are equipped with a battery backup system. Test and verify that these intersections have a power consumption of less than 800 watts. Notify the Engineer if there is a discrepancy. Check the battery power run time by interrupting the power at the signal's service cabinet to

- verify the battery back-up system operates in accordance with the manufacturer's specifications. Furnish the City with results of the battery test.
2. Strobe test emergency vehicle preemption equipment with an emitter for all approaches. Clean the optical detector lens. Furnish the City with the test results.
 - a. Download and clear the operational logs within the emergency vehicle preemption (EVP) system if requested by the City.
 3. Clean and polish all lenses and reflectors in all vehicle and pedestrian signal indications annually in March.
 4. Perform Night Time Inspections for complete traffic signal system including safety lights and Internally Illuminated Street Name Signs (IISNS).

Annual Routine:

1. Replace all controller cabinet filters annually in March.
2. Perform conflict monitor testing and submit printout and upload test results into Portal.
3. Clean Pod lenses for Crosswalks.
4. Check batteries for all devices.

Check the signal timing settings and match with the timing sheet found in the controller cabinet and report any discrepancies to the city.

Emergency Service Response

BES will provide and maintain emergency service response 365/24/7 including all holidays utilizing trucks equipped with cellular communications, warning beacon/strobe lights, traffic cones and construction warning signs, hydraulic bucket capable of reaching a height of 40- feet. BES Staff will also have all the necessary computer equipment and programs to maintain and test traffic signal controllers and various equipment.

24-Hour Response Service

BES will provide 24-hour phone dispatch services for taking calls for inoperable signals and lighting. The phone number dedicated for this service is 1 800 GO BEAR 1 (1-800-462-3271). BES shall log all calls that occur and perform any repairs needed as well as provide detailed documentation for the City. BES will respond to call outs, inspect, verify, identify and perform necessary repair per the contract requirements.

Below is BES proposed annual pricing for performing preventative routine maintenance for Oakley's traffic signal, streetlights, parking lights, and flasher systems. Replacement of light bulbs or photocells are included in the monthly price:

**Proposal - Flat Rate Regular /
Annual Maintenance**

Proposal Item No.	Quantity	Unit	Unit Price	Total Annual Amount
1. Regular and Annual Preventative Maintenance of Traffic Signal System	33	Per Intersection Per Year	\$1,140.00	\$37,620.00
2. Regular and Annual Preventative Maintenance of Streetlights	1170	Per Light Per Year	\$18.00	\$21,060.00
3. Regular and Annual Preventative Maintenance of Parking / Park Lights	112	Per Light Per Year	\$18.00	\$2,016.00
4. Regular and Annual Preventative Maintenance of Flashers	8	Per Location Per Year	\$900.00	\$7,200.00
Total Proposal Items 1,2,3 and 4 Per Year				\$67,896.00

BES looks forward in working with the City of Oakley and its community and residents.

Again BES is excited to work with you on this project. Should you have any questions, please feel free to contact me directly at Robert@Bear-Electrical.com or at (408) 449-5178.

Regards,

BEAR ELECTRICAL SOLUTIONS, INC



Robert Asuncion, PE
Vice President

RESOLUTION NO. ____-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY APPROVING AN AWARD OF CONTRACT WITH BEAR ELECTRICAL SOLUTIONS, INC. FOR TRAFFIC SIGNAL AND STREET LIGHT MAINTENANCE AND REPAIR SERVICES TO CITY FACILITIES AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT

WHEREAS, the City of Oakley Public Works and Engineering Department frequently seeks repair, modification and maintenance services for City owned facilities such as traffic signals, street lights, park and parking lot lights, radar speed signs, flashers and pedestrian crossing lights; and

WHEREAS, the City of Oakley has previously outsourced these services between different contractors, one contract being on-call only repair and the other being maintenance and on-call; and

WHEREAS, in an effort to provide cost effective and responsive service to complete the repairs, modifications and maintenance work, the City desires to retain a Professional qualified electrical contracting firm to provide proactive maintenance services for all of the City's electrical infrastructure; and

WHEREAS, having one contractor perform both the Traffic Signal and Street Light services for the City, reduces the project cost and administrative services on the City's part to manage and execute contracts and their associated individual needs.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, by the City Council of the City of Oakley that the Maintenance Services agreement with Bear Electrical Solutions, Inc. for Traffic Signal and Street Light Maintenance and Repair Services for an amount not to exceed \$67,896.00 annually for Fiscal Year 2014/15 and 2015/16 is hereby approved and the City Manager is authorized to execute said agreement. A copy of the Agreement is attached hereto as Exhibit A.

PASSED AND ADOPTED by the City Council of the City of Oakley at a meeting held on the 13th of May, 2014 by the following vote:

- AYES:
- NOES:
- ABSENT:
- ABSTENTIONS:

APPROVED:

Randy Pope, Mayor

ATTEST:

Libby Vreonis, City Clerk

Date