

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is dated July 1, 2025 (“Effective Date”) and is between the City of Covina, a California municipal corporation (“City”) and Bear Electrical Solutions, LLC, a limited liability company (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

RECITALS

A. City desires to utilize the services of Consultant as an independent contractor to provide Traffic Signal & Street Light Maintenance Services.

B. Consultant represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

C. City desires to retain Consultant and Consultant desires to serve City to perform these services in accordance with the terms and conditions of this Agreement.

The parties therefore agree as follows:

1. Term of Agreement. The term of this Agreement shall be from the Effective Date through June 30, 2028, unless sooner terminated as provided in Section 14 of this Agreement. The City may, upon mutual agreement, extend the contract for two (2) additional one-year terms. In no event shall the contract be extended beyond June 30, 2030.

2. Compensation.

A. Compensation. As full compensation for Consultant’s services provided under this Agreement, City shall pay Consultant a sum not to exceed Four Hundred and Ninety-Five Thousand Nine Hundred and Six Dollars (\$495,906) (the “maximum compensation”), based on the hourly rates set forth in the Approved Fee Schedule, attached hereto as **Exhibit A**. Any terms in Exhibit A, other than the payment rates and schedule of payment, are null and void. :

B. Expenses. The amount set forth in paragraph A shall include reimbursement for all actual and necessary expenditures reasonably incurred in the performance of this Agreement.

C. Additional Services. City shall not allow any claims for additional services performed by Consultant, unless the City Council and the Consultant Representative authorize the additional services in writing prior to Consultant’s performance of the additional services or incurrence of additional expenses. Any additional services or expenses authorized by the City Council shall be compensated at the rates set forth in **Exhibit A**, or, if not specified, at a rate mutually agreed to by the parties. City shall make payment for additional services and expenses in accordance with Section 4 of this Agreement.

3. Consultant’s Services.

A. Scope of Services. Consultant shall perform the services described in the Scope of Services, attached as **Exhibit B**. City may request, in writing, changes in the scope of services to be performed. Any changes mutually agreed upon by the parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.

B. Party Representatives. For the purposes of this Agreement, the City Representative shall be the City Manager, or such other person designated in writing by the City Manager (the "City Representative"). For the purposes of this Agreement, the Consultant Representative shall be Robert Asuncion, Vice President (the "Consultant Representative"). The Consultant Representative shall directly manage Consultant's services under this Agreement. Consultant shall not change the Consultant Representative without City's prior written consent.

C. Time for Performance. Consultant shall commence the services on the Effective Date and shall perform all services by the deadline established by the City Representative or, if no deadline is established, with reasonable diligence.

D. Standard of Performance. Consultant shall perform all services under this Agreement in accordance with the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to City.

E. Personnel. Consultant has, or will secure at its own expense, all personnel required to perform the services required under this Agreement. All of the services required under this Agreement shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Consultant shall determine the means, methods, and details by which Consultant's personnel will perform the services under this Agreement. Consultant shall be solely responsible for the satisfactory work performance of all personnel engaged in performing the services and compliance with the customary professional standards.

F. Compliance with Laws. The Consultant shall keep itself informed of all local, state and federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such ordinances, laws and regulations. The City and its agents shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

G. Permits and Licenses. Consultant shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license.

4. Method of Payment.

A. Invoices. Consultant shall submit to City an invoice, on a monthly basis or less frequently, for actual services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period, hourly rates charged, if applicable, and the amount due. If City disputes any of Consultant's fees, it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

B. Payment. City shall pay all undisputed invoice amounts within thirty (30) calendar days after receipt up to the maximum compensation set forth in Section 2 of this Agreement. City shall not withhold federal payroll, state payroll or other taxes, or other similar deductions, from payments made to Consultant. For all reimbursements authorized by this Agreement, Consultant shall provide receipts on all reimbursable expenses in excess of Fifty Dollars (\$50) in such form as approved by the Finance Director.

C. Audit of Records. Consultant shall make all records, invoices, time cards, cost control sheets and other records maintained by Consultant in connection with this agreement available during Consultant's regular working hours to City for review and audit by City.

5. Ownership of Documents. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the work, surveys, notes, and other documents prepared in the course of providing the services to be performed ("written products") pursuant to this Agreement shall become the sole property of the City without restriction or limitation upon its use and may be used, reused, disseminated or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files containing data generated for the work, Consultant shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files. Consultant may take and retain copies of the written products as desired, but the written products shall not be the subject of a copyright application by Consultant.

6. Independent Contractor.

A. Consultant is, and shall at all times remain as to City, a wholly independent contractor and not an employee of City. The personnel performing the services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees. Consultant shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of City. Consultant and Consultant's personnel shall not supervise any of City's employees; and City's employees shall not supervise Consultant's personnel. Consultant's personnel shall not wear or display any City uniform, badge, identification number, or other information identifying such individual as an employee of City; and Consultant's personnel shall not use any City e-mail address or City telephone number in the performance of any of the services under this Agreement. Consultant shall acquire and maintain, at its sole cost and expense, such vehicles, equipment, and supplies as Consultant's personnel require to perform any of the services required by this Agreement. Consultant shall perform the services off of City premises at locations of Consultant's choice, except as otherwise may from time to time be necessary in order for Consultant's personnel to receive projects from City, review plans on file at City, pick up or deliver any work product related to Consultant's performance of the services under this Agreement, or as may be necessary to inspect or visit City locations and/or private property to perform the services. City may make a computer available to Consultant from time to time for Consultant's personnel

to obtain information about or to check on the status of projects pertaining to the services under this Agreement.

B. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder. Consultant shall be responsible for and pay all wages, salaries, benefits and other amounts due to Consultant's personnel in connection with their performance of the services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, other retirement or pension benefits, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance. Notwithstanding any other agency, state, or federal policy, rule, regulation, statute or ordinance to the contrary, Consultant and any of its officers, employees, agents, and subcontractors providing any of the services under this Agreement shall not become entitled to, and hereby waive any claims to, any wages, salaries, compensation, benefit or any incident of employment by City, including, but not limited to, eligibility to enroll in, or reinstate to membership 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 or employee contributions for PERS benefits.

C. Consultant shall indemnify and hold harmless City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs, and expenses of any nature to the extent arising from, caused by, or relating to Consultant's personnel practices. or to the extent arising from, caused by, or relating to the violation of any of the provisions of this Section 6. In addition to all other remedies available under law, City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this Section 6. This duty of indemnification is in addition to Consultant's duty to defend, indemnify, and hold harmless as set forth in any other provision of this Agreement.

7. PERS Compliance and Indemnification.

A. General Requirements. The parties acknowledge that City is a local agency member of PERS, and as such has certain pension reporting and contribution obligations to PERS on behalf of qualifying employees. Consultant agrees that, in providing its employees and any other personnel to City to perform the services under this Agreement, Consultant shall assure compliance with the Public Employees' Retirement Law, commencing at Government Code Section 20000, the regulations of PERS, and the Public Employees' Pension Reform Act of 2013, as amended. Without limitation to the foregoing, Consultant shall assure compliance with regard to personnel who have active or inactive membership in PERS and to those who are retired annuitants and in performing this Agreement shall not assign or utilize any of its personnel in a manner that will cause City to be in violation of the applicable retirement laws and regulations.

B. Indemnification. Consultant shall defend (with legal counsel approved by City, whose approval shall not be unreasonably withheld), indemnify, and hold harmless City, and its City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs, and expenses of any nature to the extent arising from, caused by, or relating to Consultant's violation of any provisions of this Section 7. This duty of indemnification is in addition to Consultant's duty to defend, indemnify, and hold harmless as set forth in any other provision of this Agreement.

8. Confidentiality. All data, documents, discussion, or other information (collectively "data") developed or received by Consultant or provided for performance of this Agreement are deemed confidential. Consultant shall keep all data confidential and shall not disclose any data to any person or entity without City's prior written consent. City shall grant such consent if disclosure is legally required. Consultant shall return all data to City upon the expiration or termination of this Agreement. Consultant's covenant under this Section 8 shall survive the expiration or termination of this Agreement.

9. Conflicts of Interest. Consultant and its officers, employees, associates and subcontractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this Agreement, including the Political Reform Act (Gov. Code, § 81000 *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant may perform similar services for other clients, but Consultant and its officers, employees, associates and subcontractors shall not, without the City Representative's prior written approval, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Consultant shall incorporate a clause substantially similar to this Section 9 into any subcontract that Consultant executes in connection with the performance of this Agreement.

10. Indemnification.

A. Indemnity for Design Professional Services. To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, protect, indemnify and hold harmless City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens and losses of any nature whatsoever, including fees of accountants, attorneys or other professionals, and all costs associated therewith, and reimbursement of attorney's fees and costs of defense (collectively "Liabilities"), whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to, in whole or in part, the negligence, recklessness or willful misconduct of Consultant, its officers, agents, servants, employees, subcontractors, material men, contractors or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of design professional services under this Agreement by a "design professional," as the term is defined under California Civil Code Section 2782.8(c)(2).

B. Other Indemnities.

1) Other than in the performance of design professional services, and to the fullest extent permitted by law, Consultant shall, at its sole cost and expense, defend, hold harmless and indemnify the Indemnitees from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens and losses of any nature whatsoever, including fees of accountants, attorneys or other professionals, and all costs associated therewith, and the payment of all consequential damages (collectively "Claims"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the parties. Consultant shall defend the Indemnitees in any action or actions filed in connection with any Claim with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant shall reimburse the Indemnitees for any and all legal expenses and costs incurred by the Indemnitees in connection therewith.

2) Consultant shall pay all required taxes on amounts paid to Consultant under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant shall indemnify and hold City harmless from any failure of Consultant to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this Subparagraph B. 2).

3) Consultant shall obtain executed indemnity agreements with provisions identical to those in this Section 10 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnities, Consultant shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Claims in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Consultant's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the parties.

C. Workers' Compensation Acts not Limiting. Consultant's obligations under this Section 10, or any other provision of this Agreement, shall not be limited by the provisions of any

workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

D. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provisions in this Section 10 shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liability, Claim, tax, assessment, penalty or interest asserted against City.

E. Survival of Terms. The indemnification in this Section 10 shall survive the expiration or termination of this Agreement.

11. Insurance.

A. Minimum Scope and Limits of Insurance. Consultant shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1) Commercial General Liability Insurance with a minimum limit of Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of Four Million Dollars (\$4,000,000) per project or location. If Consultant is a limited liability company, the commercial general liability coverage shall be amended so that Consultant and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of Two Million Dollars (\$2,000,000) per accident for bodily injury and property damage. If Consultant does not use any owned, non-owned or hired vehicles in the performance of services under this Agreement, Consultant shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under Subparagraph A. 1) of this Section 11.

3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000) per accident for bodily injury or disease. If Consultant has no employees while performing services under this Agreement, workers' compensation policy is not required, but Consultant shall provide an executed declaration that it has no employees.

B. Acceptability of Insurers. The insurance policies required under this Section 11 shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self-insurance shall not be considered to comply with the insurance requirements under this Section 11.

C. Additional Insured. The commercial general and automobile liability policies shall contain an endorsement naming the City, its officers, employees, agents and volunteers as additional insureds.

D. Primary and Non-Contributing. The insurance policies required under this Section 11 shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

E. Consultant's Waiver of Subrogation. The insurance policies required under this Section 11 shall not prohibit Consultant and Consultant's employees, agents or subcontractors from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against City.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be approved by City. At City's option, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

G. Cancellations or Modifications to Coverage. Consultant shall not cancel, reduce or otherwise modify the insurance policies required by this Section 11 during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail thirty (30) calendar days' prior written notice to City. If any insurance policy required under this Section 11 is canceled or reduced in coverage or limits, Consultant shall, within two (2) business days of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

H. City Remedy for Noncompliance. If Consultant does not maintain the policies of insurance required under this Section 11 in full force and effect during the term of this Agreement, or in the event any of Consultant's policies do not comply with the requirements under this Section 11, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Consultant's expense, the premium thereon. Consultant shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Consultant.

I. Evidence of Insurance. Prior to the performance of services under this Agreement, Consultant shall furnish City's Risk Manager with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section 11. The endorsements are subject to City's approval. Consultant may provide complete, certified copies of all required insurance policies to City. Consultant shall maintain current endorsements on file with City's Risk Manager. Consultant shall provide proof to City's Risk Manager that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall furnish such proof at least two (2) weeks prior to the expiration of the coverages.

J. Indemnity Requirements not Limiting. Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duty to indemnify City under Section 10 of this Agreement.

K. Subcontractor Insurance Requirements. Consultant shall require each of its subcontractors that perform services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section 11.

12. Mutual Cooperation.

A. City's Cooperation. City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for Consultant's proper performance of the services required under this Agreement.

B. Consultant's Cooperation. In the event any claim or action is brought against the City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance that City requires.

13. Records and Inspections. Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of Five (5) years. Consultant shall, without charge, provide City with access to the records during normal business hours. City may examine and audit the records and make transcripts therefrom, and inspect all program data, documents, proceedings and activities.

14. Termination or Suspension of Agreement.

A. Right to Terminate or Suspend. City may terminate or suspend this Agreement at any time, at will, for any reason or no reason, after giving written notice to Consultant at least seven (7) calendar days before the termination or suspension is to be effective. Consultant may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to City at least sixty (60) calendar days before the termination is to be effective.

B. Obligations upon Termination. Consultant shall cease all work under this Agreement on or before the effective date of termination specified in the notice of termination. In the event of City's termination of this Agreement due to no fault or failure of performance by Consultant, City shall pay Consultant based on the percentage of work satisfactorily performed up to the effective date of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

15. Force Majeure. Consultant shall not be liable for any failure to perform its obligations under this Agreement if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond Consultant's reasonable control and not due to any act by Consultant.

16. Notices. Any notices, consents, requests, demands, bills, invoices, reports or other communications which either party may desire to give to the other party under this Agreement must be in writing and conclusively deemed effective: (a) on personal delivery, (b) on confirmed delivery by reputable document delivery service or courier service during Consultant's and City's regular business hours, or (c) five business days after deposit in the United States mail, by first class mail, postage prepaid, and addressed to the party to be notified as set forth below:

If to City:
Attn: Engineering Division
City of Covina
125 E. College Street
Covina, California 91723

If to Consultant:
Robert Asuncion
Bear Electrical Solutions, LLC
PO Box 924
Alviso, CA 95002

17. Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation or other basis prohibited by law. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information or sexual orientation.

18. Prohibition of Assignment and Delegation. Consultant shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without City's prior written consent. City's consent to an assignment of rights under this Agreement shall not release Consultant from any of its obligations or alter any of its primary obligations to be performed under this Agreement. Any attempted assignment or delegation in violation of this Section 18 shall be void and of no effect and shall entitle City to terminate this Agreement. As used in this Section 18, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

19. No Third Party Beneficiaries Intended. Except as otherwise provided in Section 10, this Agreement is made solely for the benefit of the parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

20. Waiver. No delay or omission to exercise any right, power or remedy accruing to City under this Agreement shall impair any right, power or remedy of City, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver of any breach, any failure of a condition, or any right or remedy under this Agreement shall be (1) effective unless it is in writing and signed by the party making the waiver, (2) deemed to be a waiver of, or consent to, any other

breach, failure of a condition, or right or remedy, or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

21. Exhibits. Exhibits A, B, and C constitute a part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, the provisions of this Agreement shall control.

22. Entire Agreement. This Agreement and all exhibits referred to in this Agreement constitute the final, complete and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersede all other prior or contemporaneous oral or written understandings and agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty except those expressly set forth in this Agreement.

23. Amendment of Agreement. This Agreement may be amended only by a writing signed by both parties. The City Manager is authorized to sign an amendment to this Agreement on the City Council's behalf and without the City Council's prior approval to make the following non-substantive modifications to the Agreement: (a) name changes; (b) extensions of time; (c) non-monetary changes in the scope of work; and (d) termination of the Agreement.

24. Headings. The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the parties to this Agreement.

25. Word Usage. Unless the context clearly requires otherwise, (a) the words "shall," "will" and "agrees" are mandatory and "may" is permissive; (b) "or" is not exclusive; and (c) "includes" or "including" are not limiting.

26. Time of the Essence. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

27. Governing Law and Choice of Forum. This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in a municipal, superior or federal court with geographic jurisdiction over the City of Covina.

28. Attorneys' Fees. In any litigation or other proceeding by which on party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded reasonable attorneys' fees together with any costs and expenses, to resolve the dispute and to enforce the final judgment.

29. Severability. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid or unenforceable for any reason, the validity of and enforceability of the remaining provisions of this Agreement shall not be affected and continue in full force and effect.

30. Authority to Execute Agreement. The person or persons executing this Agreement on behalf of Consultant warrants and represents that he or she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

[SIGNATURE PAGE FOLLOWS]

The parties, through their duly authorized representatives, are signing this Agreement on the date stated in the introductory clause.

City:

City of Covina,
a California municipal corporation

Consultant:

Bear Electrical Solutions, LLC
a limited liability corporation

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: _____

Title: _____

By: _____

Name: Fabian Velez

Title: Chief Deputy City Clerk

(Two signatures of corporate officers required for corporations under Corporations Code Section 313, unless corporate documents authorize only one person to sign this Agreement on behalf of the corporation.)

APPROVED AS TO FORM:

By: _____

Name: Candice K. Lee

Title: City Attorney

EXHIBIT A
APPROVED FEE SCHEDULE

5. COST PROPOSAL



COST PROPOSAL SCHEDULE "A"

ROUTINE PREVENTATIVE MAINTENANCE SCHEDULE

A. ROUTINE PREVENTATIVE MAINTENANCE ITEMS					
ITEM NO.	CONTRACT ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT TYPE	UNIT PRICE	TOTAL PRICE
1.	Routine Preventative Maintenance of Traffic Signal and Safety Lighting System per intersection per month	53	EA.	\$ 70.00	\$ 3,710.00
2	Routine Preventative Maintenance of Flashing Stop Sign Locations	30	EA	\$ 25.00	\$ 750.00
3	Routine Preventative Maintenance of In-Pavement Flashing Crosswalk Lights	6	EA	\$ 35.00	\$ 210.00
4	Routine Preventative Maintenance of Solar Speed Feedback Signs	8	EA	\$ 35.00	\$ 280.00
5.	Routine Preventative Maintenance of Street Light per location per month	297	EA.	\$ 1.00	\$ 297.00
6.	Routine Preventative Maintenance of Acorn Light per location per month	216	EA.	\$ 1.00	\$ 216.00
7.	Routine Preventative Maintenance of Parking Lot Light per location per month	333	EA.	\$ 1.00	\$ 333.00
Routine Preventative Maintenance Per Month (Total Items 1 through 7)					\$ 5,796.00
Annual Routine Preventative Maintenance: (Multiply Total Items 1 through 7 by 12 to convert to annual cost)					\$ 69,552.00

COST PROPOSAL SCHEDULE "B"**EXTRAORDINARY MAINTENANCE ITEMS****B. ESTIMATED ANNUAL EXTRAORDINARY MAINTENANCE ITEMS**

The following is the City's estimate of quantities for **EXTRAORDINARY MAINTENANCE** (Annual). Unit prices shall include all costs to complete the item of Services including labor, material, and equipment for Items 8 through 23.

ITEM NO.	CONTRACT ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT TYPE	UNIT PRICE	TOTAL PRICE
8.	Replacement of Safety Light Bulb (in-kind)	10	EA.	\$ 75.00	\$ 750.00
9.	Replacement of Safety Light Ballast	10	EA.	\$ 125.00	\$ 1,250.00
10.	Replacement of Safety Light Head (Complete)	5	EA.	\$ 770.00	\$ 3,850.00
11.	Installation of Loop Detector with Type "E" 6' diameter round traffic loop, including sawcut, lead-in cable, and splicing with hot-melt seal	10	EA.	\$ 650.00	\$ 6,500.00
12.	Replacement of existing 8" Ball (Green, Red, or Yellow) Vehicle Lamp Assembly with LED Type I Module	10	EA.	\$ 90.00	\$ 900.00
13.	Replacement of existing 12" Ball (Green, Red, or Yellow) Vehicle Lamp Assembly with LED Type I Module	20	EA.	\$ 130.00	\$ 2,600.00
14.	Replacement of existing 12" Arrow (Green, Red, or Yellow) Vehicle Lamp Assembly with LED Type I Module	10	EA.	\$ 130.00	\$ 1,300.00
15.	Replacement of existing Pedestrian Signal to include LED Module and Housing	10	EA.	\$ 375.00	\$ 3,750.00

16.	Replacement of existing PPB with new Polara BLD-3 Pedestrian Push Button	5	EA.	\$ 250.00	\$ 1,250.00
17.	Painting of Pedestrian Head and Framework	25	EA.	\$ 90.00	\$ 2,250.00
18.	Painting of Vehicle Signal head, Backplate, and Framework	25	EA.	\$ 150.00	\$ 3,750.00
19.	Painting of Pedestrian Push Button Assembly	10	EA.	\$ 50.00	\$ 500.00
20.	Complete Testing of Traffic Signal Controller Cabinet (including all internal equipment and written certification)	1	EA.	\$ 1,250.00	\$ 1,250.00
21.	Replacement of Street Light Bulb (in-kind)	10	EA.	\$ 75.00	\$ 750.00
22.	Replacement of Street Light Ballast	10	EA.	\$ 125.00	\$ 1,250.00
23.	Replacement of Street Light Head (Complete)	5	EA.	\$ 770.00	\$ 3,850.00
Estimated Annual Extraordinary Maintenance: (Total of Items 8 through 23)					\$ 35,750.00
Percentage increase for Items 8 through 23 if outside "Normal Working Hours"					65%

COST PROPOSAL SCHEDULE "C"

LABOR

C. LABOR				
Hourly rates for employees listed in Items 24 through 28 (including Fringe Benefits), for all job classifications required for Extraordinary Maintenance and not items of Services described in Proposal Schedules A and B. The labor cost set forth in items 24 through 28 shall <u>not</u> be added to the items listed in Proposal Schedules A and B.				
ITEM NO.	TITLE	STRAIGHT TIME	OVERTIME	DOUBLETIME
24.	Superintendent	\$ <u>150.00</u> /hr.	\$ <u>190.00</u> /hr.	\$ <u>230.00</u> /hr.
25.	Engineering Technician	\$ <u>140.00</u> /hr.	\$ <u>180.00</u> /hr.	\$ <u>220.00</u> /hr.
26.	Laboratory Technician	\$ <u>140.00</u> /hr.	\$ <u>180.00</u> /hr.	\$ <u>220.00</u> /hr.
27.	Maintenance Technician	\$ <u>140.00</u> /hr.	\$ <u>180.00</u> /hr.	\$ <u>220.00</u> /hr.
28.	Street Light Maintenance Technician	\$ <u>140.00</u> /hr.	\$ <u>180.00</u> /hr.	\$ <u>220.00</u> /hr.

COST PROPOSAL SCHEDULE "D"

EQUIPMENT

D. EQUIPMENT		
Rates for types of equipment listed in Items 28 through 37 for all equipment required for Extraordinary Maintenance and not items of Services described in Proposal Schedules A and B. The equipment cost set forth in items 28 through 37 shall <u>not</u> be added to the items listed in Proposal Schedules A and B.		
ITEM NO.	TYPE OF EQUIPMENT	COST
29.	Service Truck	\$ <u>25.00</u> /hr.
30.	Service Ladder Truck	\$ <u>N/A</u> /hr.
31.	Boom Ladder Truck	\$ <u>45.00</u> /hr.
32.	Crane Truck	\$ <u>250.00</u> /hr.
33.	Jack Hammer/Compressor	\$ <u>30.00</u> /hr.
34.	Backhoe	\$ <u>250.00</u> /hr.
35.	Skip Loader	\$ <u>250.00</u> /hr.
36.	Dump Truck	\$ <u>150.00</u> /hr.
37.	Concrete Saw	\$ <u>25.00</u> /hr.
38.	Water Truck	\$ <u>25.00</u> /hr.

COST PROPOSAL SCHEDULE "E"

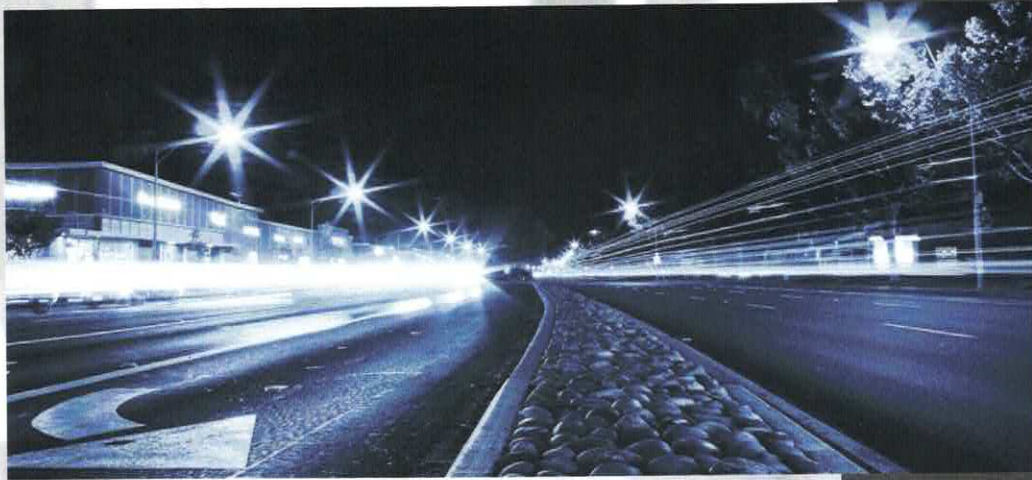
OTHER SERVICES

E. OTHER SERVICES		
ITEM NO.	TYPE OF EQUIPMENT	COST
E1	Underground Service Alert (USA) Markings	\$ <u>140.00</u> /Request

TOTAL ANNUAL COST – PROPOSAL SCHEDULE A AND B

TOTAL COST		
ITEM NO.	DESCRIPTION	COST
A.	Annual Routine Preventative Maintenance	\$ 69,552.00
B.	Estimated Annual Extraordinary Maintenance	\$ 35,750.00

EXHIBIT B
SCOPE OF SERVICES



Driving a Higher Standard

Bear Electrical Solutions LLC

April 29th 2025

City of Covina – Traffic Signal and
Streetlight Maintenance Services

TABLE OF CONTENTS



<u>Section</u>	<u>Page</u>
1. Information / Background on Bear	4
2. Key Personnel / Qualifications	6
3. Past Experience / References	13
4. Understanding of Scope of Services	14
5. Cost Proposal	20



April 28, 2025

Department of Public Works City of Covina
c/o City of Covina City Clerk's Office
125 E. College St.
Covina, CA 91723

Attn: Michael Flores, Jr., Public Works Manager – Engineering & Capital Improvement

RE: Traffic Signal and Streetlight Maintenance Services

Dear Mr. Flores:

On behalf of Bear Electrical Solutions, LLC., it is with great pride that we submit our proposal to continue providing Traffic Signal and Street Light Maintenance Services for the City of Covina. Since January 1, 2018, it has been our privilege to serve the City as a trusted maintenance partner, successfully completing over 7,000 work orders across Covina's infrastructure network. Our proven performance, responsiveness, and commitment to excellence reflect a deep understanding of the City's standards, expectations, and dedication to public safety.

With nearly a decade of direct service to Covina, our team brings an unmatched familiarity with the City's traffic signal systems, flashing beacons, speed feedback signs, and street lighting assets. We understand not only the technical requirements of the job but also the critical importance of timely response, proactive maintenance, transparent communication, and detailed documentation — all of which help the City efficiently manage its public infrastructure while maximizing safety for residents and visitors.

Our proposal builds upon this successful foundation, offering the City a highly qualified team of IMSA-certified technicians, state-of-the-art equipment, and an operational approach specifically tailored to Covina's needs. We remain committed to upholding the highest standards of professionalism, quality, and responsiveness throughout the term of this new contract.

Thank you for the opportunity to continue supporting the City of Covina. We greatly value the trust you have placed in us and look forward to the possibility of extending our partnership. Should you have any questions or need any additional information during the evaluation process, please do not hesitate to contact me at 408-717-2448 or rasuncion@bear-electrical.com.

Regards,

Bear Electrical Solutions, LLC



Robert Asuncion, TE

Vice President

rasuncion@bear-electrical.com

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

📍 Offices: Sacramento, CA & Anaheim, CA

1. INFORMATION / BACKGROUND ON BEAR

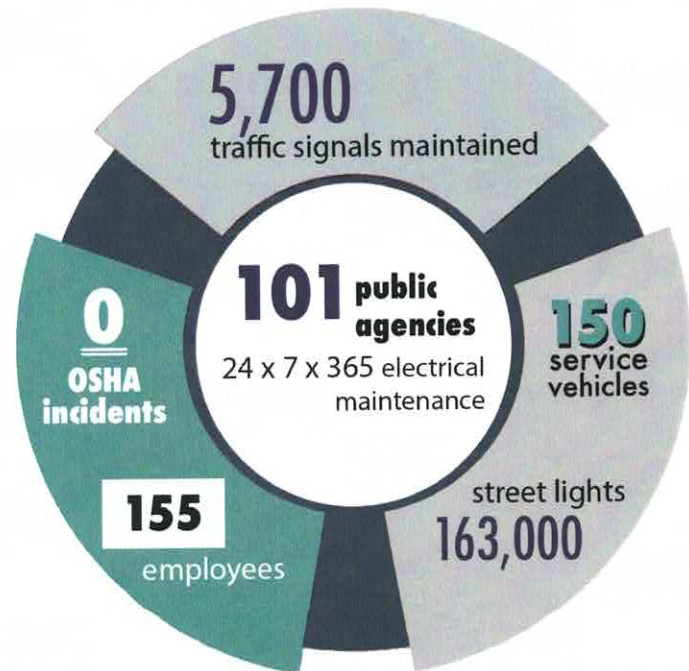


About Bear

Bear Electrical Solutions, LLC. (Bear) is a privately-held limited liability company established in January 2013. Bear is a subsidiary of the holding company GreenArrow Inc.. GreenArrow Inc. employs over 500 employees and delivers transportation related electrical services across four states – California, Pennsylvania, Indiana, and Illinois.

Bear was founded with the singular purpose of becoming the trusted leader in transportation electrical. Our business has thrived and grown because of our ability to deliver the solutions that we promise, thus building confidence with our customers.

Today we are one of the few providers that can offer personalized and localized service, with the full-financial support and stability of a large corporation; the perfect combination for public agencies large and small.



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 have 25+ years providing maintenance solutions to public agencies and understand that not all communities are the same, and not all 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 eighth 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.

1. INFORMATION / BACKGROUND ON BEAR (CONT)



About Bear (cont.)

Industry Qualifications

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

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)



OCTEC



UNITED CONTRACTORS

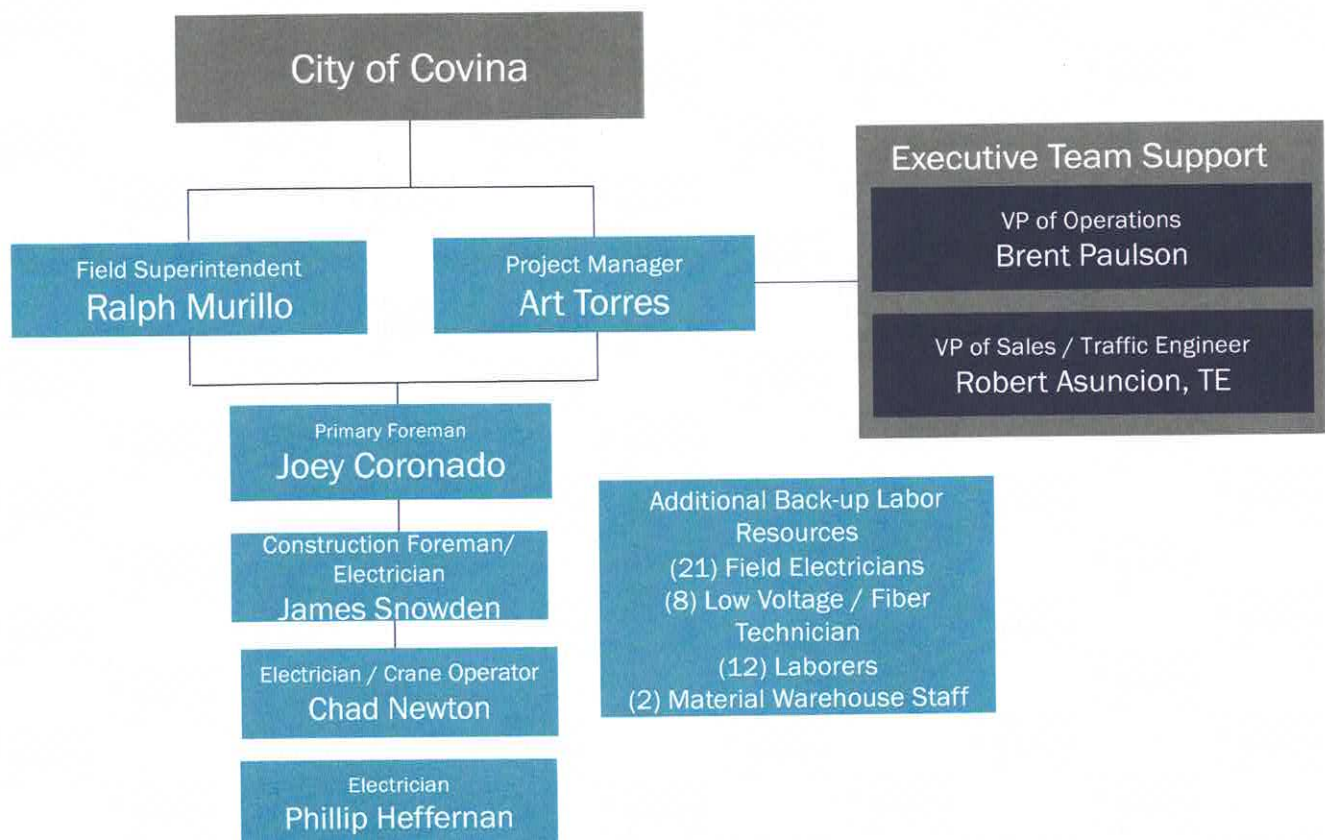
2. KEY PERSONNEL / QUALIFICATIONS



Team & Experience

Our proposed project team has proudly served the City of Covina for the past seven years, successfully delivering the full range of services outlined in this RFP. Our team's core expertise includes routine traffic signal maintenance, emergency response, extraordinary repairs, DigAlert services, fiber optic system maintenance, and a variety of ad-hoc electrical projects in the public right-of-way.

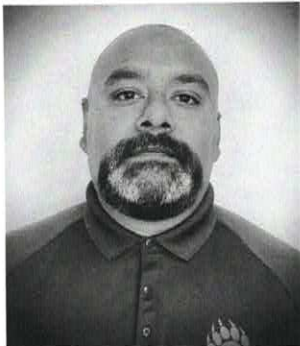
We understand that a contract of this magnitude requires a core group of dedicated and experienced personnel. Having worked closely with the City over the years, we are also familiar with the natural fluctuations between routine and extraordinary maintenance demands. To effectively manage these peaks and valleys in workload, we have built a strong support team that stands ready to assist our dedicated project staff, ensuring seamless coverage and maintaining fast, reliable response times whenever additional capacity is needed.



2. KEY PERSONNEL / QUALIFICATIONS (CONT)



Ralph Murillo



Regional Field Superintendent

Ralph brings over 30 years of progressive experience in the maintenance and electrical contracting industry, rising from field laborer to his current role as Field Superintendent. In this leadership position, he is responsible for managing daily schedules and coordinating field resources to ensure all tasks and work orders are executed efficiently and to specification. Ralph currently oversees operations for BEAR's Southern California office, where he leads multiple foreman electricians, supervises warehouse and materials personnel, and actively contributes to hands-on electrical fieldwork. His comprehensive knowledge, team leadership, and operational oversight are key to maintaining high performance and service standards across all projects.

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

2. KEY PERSONNEL / QUALIFICATIONS (CONT)



Art Torres



Account 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

2. KEY PERSONNEL / QUALIFICATIONS (CONT)



Joey Coronado



Electrician Foreman

Joey has been in the traffic signal maintenance industry for over 25 years. Joey has worked on all aspects of traffic signal maintenance, from performing routine inspections, and 24/7/365 emergency response and repair to ITS and ATMS upgrades and repair. Joey's true passion in the maintenance business is troubleshooting malfunctions and problem-solving.

Experience

Traffic Signal Electrician

Bear Electrical Solutions | 2019-present | Anaheim, CA

- Lead traffic signal crews on special ITS, ATMS, Signal Upgrades, Repairs, or New Construction
- Fiber Optic, wireless, and copper interconnect troubleshooter.

Traffic Signal Electrician

Computer Services Company | 1998-2019 | 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



2. KEY PERSONNEL / QUALIFICATIONS (CONT)

James Snowden

Construction Foreman - Electrician

James Snowden will be designated construction foreman to lead construction activities for the City. Experienced in traffic signal and streetlight 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.

Experience

Construction Foreman - Electrician

Bear Electrical Solutions | 2022-present | Anaheim, CA

- 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



2. KEY PERSONNEL / QUALIFICATIONS (CONT)

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 City. He specializes in traffic signal and streetlights installation, EV charging stations, communication infrastructure (fiber optic, networking cables), and other ITS infrastructure.

Electrician

Bear Electrical Solutions | 2023-present | Anaheim, CA

Experience

- 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



2. KEY PERSONNEL / QUALIFICATIONS (CONT)

Chad Newton

Crane Operator / Electrician

Chad Newton is a highly experienced crane operator with over 5,000 hours of documented operating time across a wide range of construction and infrastructure projects. Known for his precision, safety-first mindset, and reliability in high-pressure environments, Chad consistently delivers efficient support for both planned and emergency operations. His expertise extends to rigging, load calculations, and coordinating with ground crews to ensure seamless and secure lifting operations. Chad also serves as on-call support for urgent or extraordinary work, demonstrating flexibility and commitment to project continuity.

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



3. PAST EXPERIENCE / REFERENCES

Representative Projects

Below is a list of current customers in the Southern California region to serve as references.

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	Jon Draugelis (714) 573-3164	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

4. UNDERSTANDING OF SCOPE OF SERVICES



Scope of Services

We have carefully reviewed the City of Covina's Request for Proposals (RFP) for Traffic Signal and Street Light Maintenance Services and fully understand the scope, objectives, and expectations outlined therein.

The City seeks a qualified and responsive contractor to perform **comprehensive maintenance, repair, and emergency response services** for a wide range of public infrastructure assets, including:

- 53 traffic signalized intersections,
- 30 flashing stop sign locations,
- 6 in-pavement flashing crosswalk lights,
- 8 solar speed feedback signs,
- 297 street lights,
- 216 decorative acorn street lights, and
- 333 parking lot lights.

The Scope of Services is divided into three primary service areas: **routine preventative maintenance, extraordinary maintenance, and emergency response services**. Additionally, all services must be performed in accordance with industry standards, including the **Greenbook Standard Specifications for Public Works Construction**, the **Caltrans Standard Specifications**, and the City's specific requirements.

Routine Preventative Maintenance

The contractor is responsible for conducting **monthly inspections and servicing** at each assigned location. Tasks include but are not limited to:

- Cleaning and maintaining traffic signal cabinets (interior and exterior),
- Verifying the proper operation of cabinet fans, thermostats, vents, conflict monitors, MMUs, detectors, and all related signal and lighting components,
- Confirming proper controller function and programming, including manual testing of vehicle and pedestrian phases,
- Maintaining intersection records and cabinet documentation,
- Inspecting and maintaining pedestrian push buttons, video detection systems, illuminated street name signs, loop detectors, signal heads, poles, mast arms, and controller cabinet hardware,
- Cleaning and realigning traffic signal lenses and video detection cameras annually,
- Performing monthly night patrols to inspect all street lights, parking lot lights, and safety lights, and promptly addressing any identified issues,
- Cleaning and maintaining solar speed feedback signs, including panels, batteries, cabinets, and verifying system timing.

The objective of the preventative maintenance program is to **identify and correct issues proactively** before failures occur, maximizing system uptime and ensuring public safety.

Extraordinary Maintenance

Extraordinary maintenance covers the **repair, replacement, or upgrade** of system components beyond the scope of routine maintenance. Examples include:

- Replacement of burned-out vehicle and pedestrian signal lamps (LED or incandescent),
- Installation of new detector loops,
- Replacement or painting of traffic signal heads, poles, mast arms, illuminated street signs, and safety light fixtures,
- Emergency knockdown response for poles and streetlights due to vehicular accidents or acts of nature,

4. UNDERSTANDING OF SCOPE OF SERVICES (CONT)



Scope of Services (con't)

Extraordinary Maintenance (con't)

- Testing and certification of traffic signal controller cabinets,
- Furnishing and installing replacement components as needed to restore full operational capability.

All extraordinary maintenance must be pre-approved by the City unless the work is performed during emergency conditions where public safety is at immediate risk.

Emergency Response Services

The contractor must be prepared to provide **24/7/365 emergency call-out services**. Emergency response standards require:

- Responding to emergency calls within **45 minutes** of initial notification,
- Restoring traffic signal operations to a safe and operable condition immediately,
- Providing temporary traffic control devices such as portable stop signs and barricades if a signal outage occurs,
- Removing fallen poles, damaged equipment, and debris from the roadway to eliminate safety hazards,
- Coordinating with the Covina Police Department and the City Representative during emergency events,
- Submitting text and email notifications at both dispatch and job completion for emergency service calls.

Routine (non-emergency) maintenance calls must be responded to within **24 hours** unless otherwise directed by the City.

Recordkeeping and Reporting

The contractor is expected to maintain **detailed maintenance records** for each signalized intersection, flashing beacon, streetlight, and parking lot light location, including:

- Documentation of all inspections, repairs, and replacements,
- Maintenance logs initiated by the technician completing the work,
- Summarized monthly maintenance reports submitted with each invoice,
- Chronological records showing service dates, times, personnel, equipment used, and materials replaced.

All maintenance records shall remain the property of the City of Covina and shall be provided upon request or at contract termination.

Contractor Qualifications and Requirements

We recognize that the City requires the selected contractor to possess:

- A valid California Class "A" Contractor's License,
- IMSA Level II and Level III certified traffic signal technicians with a minimum of three years' experience,
- The ability to perform Underground Service Alert (USA) markings,
- Adequate insurance coverage including Commercial General Liability, Auto Liability, and Workers' Compensation,
- A demonstrated history of successful performance for municipal traffic signal maintenance contracts, including relevant references.

Additionally, the contractor must be fully equipped with service trucks, spare equipment, and sufficient field staff to perform preventative and extraordinary maintenance while meeting strict response time criteria for emergencies.

4. UNDERSTANDING OF SCOPE OF SERVICES (CONT)



Scope of Services (con't)

Contract Term

The City intends to award an initial **three-year contract**, with two potential one-year extensions, contingent upon satisfactory performance. Prices shall remain firm for the initial three-year term, with the opportunity to request price adjustments prior to the optional extensions.

Our Commitment

We understand the City's priority is to ensure the **safety, functionality, and longevity** of its critical traffic and lighting infrastructure. Our firm is committed to delivering responsive, professional, and high-quality services that meet and exceed the City's expectations. Through proactive maintenance, reliable emergency response, detailed documentation, and strong partnership with City staff, we will support Covina's goals for operational excellence, public safety, and fiscal responsibility.

4. UNDERSTANDING OF SCOPE OF SERVICES (CONT)



Method of Approach

An RFP cannot capture all the literal details and intricacies of a traffic signal maintenance program. Because of this, we understand that a successful electrical maintenance contractor needs to be flexible and adaptable to complete necessary tasks promptly. For the City of Covina we will accomplish this in three (3) ways.

1. Communication



We understand that a maintenance business is a business built on trust and relationships. To build and maintain trust, continuous communication is paramount. This starts with assigning single points of contact in a qualified foreman electrician and project manager. Through these direct channels of communication, it's our standard practice to consistently communicate with each other in a collaborative manner. This allows for us to adapt our work schedule, backlog, and manpower allocation to the specific needs of the City. To assist with communication and transparency, we have developed an in-house web-based Maintenance Management System built on the salesforce platform. This, along with a well implemented communication and reporting plan allows us to provide real time updates on assigned tasks to our clients as well as meaningful reports.

2. Allocation of Resources



Through our combined experience and statewide presence, we know what it takes to properly staff and manage a traffic signal maintenance contract. We also understand that our assigned workload may not always be linear due to the responsive nature of such contracts. With that in mind, we assembled a field team of over 100 electricians, fiber optic and low voltage technicians, operators, and laborers available to assist under the direct supervision of our foreman electrician. This allows for us to not only exceed response time expectations on a day-to-day basis, but also complete larger scopes and tasks in a timely manner as they may arise.

3. Additional In-House Services



Through our experience servicing similarly positioned agencies, we understand that a maintenance program may evolve or expand at times to include signal upgrades, modifications, and installations. Over time, we have expanded our services to include the following to further support the needs of our existing maintenance clients. Over time, we have grown our maintenance business to capture the below mentioned scopes in-house. By performing these scopes of work in-house rather than subcontracting, it allows for us to have control of our schedule and meet the needs and expectations of our clients in a timely manner.

4. UNDERSTANDING OF SCOPE OF SERVICES (CONT)



Communication and Reporting

We believe in leveraging technology to enhance our communication and provide an unparalleled customer experience. With that, we utilize a blend of automatically generated tasks in our maintenance management system accompanied by personal communication to ensure all stakeholders are informed on current status of work. Our intent is to work collaboratively to develop communication support channels that best suit the city's needs. Below is a communication and reporting plan that we recommend to meet the reporting requirements as outlined in the City of Covina RFP.



Communication Support Plan

<u>Type</u>	<u>Responsibility</u>	<u>Description</u>
<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.

Communication Feedback

One of the core values we built our business on is the notion of continuous improvement. This can only happen with open and honest feedback. We encourage all stakeholders to provide feedback and suggest any improvements or changes meet the needs of the City.

4. UNDERSTANDING OF SCOPE OF SERVICES (CONT)



As demonstrated through our strategic approach we prioritize swift and efficient response times, ensuring that any issues with traffic signals or any other equipment are addressed promptly to minimize disruptions to the flow of traffic and mitigate potential risks to public safety. By leveraging our maintenance management system, proactive maintenance strategies, and a highly skilled workforce, we are committed to exceeding the City's required response time as shown in the table below:

Base Maintenance

Work Type	Contract Required Response Time	Bear Committed Response Time
Traffic Signal Maintenance	Monthly by end of month	Monthly – no less than 3 weeks from previous service
Emergency Response	1 Hour	Not greater than 1 hr-24/7/365
Night Checks	Monthly	Monthly
Standard High Priority Response	Same Day Response	Not greater than 4 hours
Standard Response	24 Hour Response	Same day response
As Required / Scheduled	5 Working Days	By end of work week

EXHIBIT C
CALIFORNIA LABOR CODE COMPLIANCE
(Labor Code §§ 1720 et seq., 1813, 1860, 1861, 3700)

If this Agreement calls for services that, in whole or in part, constitute “public works” as defined in the California Labor Code, then:

1. This Agreement is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and the awarding public agency (“City”) and Consultant agrees to be bound by all the provisions thereof as though set forth in full herein.
2. Consultant shall be registered with the Department of Industrial Relations (“DIR”) in accordance with California Labor Code Section 1725.5 and has provided proof of registration to City prior to the Effective Date of this Agreement.
3. Consultant shall comply with the provisions of California Labor Code Sections 1771, 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The applicable prevailing wage determination(s) may be obtained at (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>), are on file with City, and are available to any interested party upon request. Consultant shall, as a penalty to City, forfeit not more than two-hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under this Agreement by Consultant or by any subcontractor.
4. Pursuant to California Labor Code Section 1771.4, Consultant’s services are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Consultant shall post job site notices as prescribed by DIR regulations and agrees to furnish the records specified in California Labor Code Section 1776 directly to the Labor Commissioner in the manner prescribed by California Labor Code Section 1771.4(a)(3) and (c)(2).
5. Consultant shall comply with the provisions of California Labor Code Section 1776 which, among other things, require Consultant and each subcontractor to: (1) keep accurate payroll records, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform City of the location of the records. Consultant is responsible for compliance with Section 1776 by itself and all of its subcontractors.
6. Consultant shall comply with the provisions of California Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that Consultant is responsible for compliance with Section 1777.5 by itself and all of its subcontractors.
7. Consultant shall comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. Consultant shall, as a penalty to City, forfeit twenty-five dollars (\$25) for each worker employed in the execution of this

Agreement by Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code.

8. California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Consultant hereby certifies as follows:

“I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Agreement.”

Date _____ Signature _____