

**CITY OF FONTANA  
MAINTENANCE SERVICES AGREEMENT  
DE-24-211-SP**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this 17th day of July, 2024 by and between the City of Fontana, a public agency organized under the laws of the State of California with its principal place of business at 8353 Sierra Avenue, Fontana, California 92335 (“City”) and Bear Electrical Solutions, Inc., a corporation with its principal place of business at 1252 State Street Alviso, CA 95002 (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

**2. RECITALS.**

**2.1 Contractor.**

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

**2.2 Project.**

City desires to engage Contractor to render such services for the Annual Traffic Signal Maintenance project (“Project”) as set forth in this Agreement.

**3. TERMS.**

**3.1 Scope of Services and Term.**

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

3.1.2 Term. The term of this Agreement shall be from July 1, 2024 to June 30, 2026, with an an option of three (3) additional years with the City, unless earlier terminated as provided herein. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

### **3.2 Responsibilities of Contractor.**

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

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

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

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

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

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

3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor

represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including any required business license, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

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

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

3.2.10 Laws and Regulations; Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Agreement to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10.1 Employment Eligibility; Contractor. By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state

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

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

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

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

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

3.2.10.6 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing Services, including, but not limited to, emissions limits and permitting requirements imposed by

the California Air Resources Board (CARB). Contractor shall specifically be aware of the CARB limits and requirements' application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by CARB or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

### 3.2.10.7 Water Quality.

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

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

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

### 3.2.11 Insurance.

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

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

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

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

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

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

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

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

(B) Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the City, its officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.2.11.3(B).

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

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

3.2.11.4 Separation of Insureds; No Special Limitations; Waiver of Subrogation. All insurance required by this Section shall contain standard separation of insureds

provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its officials, officers, employees, agents, and volunteers. All policies shall waive any right of subrogation of the insurer against the City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

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

3.2.11.6 Subcontractor Insurance Requirements. Contractor shall not allow any subcontractors to commence work on any subcontract relating to the work under the Agreement until they have provided evidence satisfactory to the City that they have secured all insurance required under this Section. If requested by Contractor, the City may approve different scopes or minimum limits of insurance for particular subcontractors. The Contractor and the City shall be named as additional insureds on all subcontractors' policies of Commercial General Liability using ISO form 20 38, or coverage at least as broad.

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

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

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

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



necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.13 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety with a current A.M. Best's rating no less than A:VIII and satisfactory to the City. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

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

### **3.3 Fees and Payments.**

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed One Hundred Twenty Thousand dollars (\$120,000) without written approval of City Council. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 30 days of receiving such statement, review the statement and pay all approved charges thereon.

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

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

#### **3.3.5 California Labor Code Requirements**

a. Contractor is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the

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

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

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

### **3.4 Termination of Agreement.**

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

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services

under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

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

### **3.5 General Provisions.**

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

**Contractor:**

Bear Electrical Solutions, Inc.  
1252 State Street  
Alviso, CA 95002  
Attn: Andrew Bader, CFO/COO

**City:**

City of Fontana  
8353 Sierra Avenue  
Fontana, California 92335  
Attn: Elia Alvarez - Purchasing Office

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

#### **3.5.2 Indemnification.**

3.5.2.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses.

3.5.2.2 Additional Indemnity Obligations. Contractor shall defend, with Counsel of City's choosing and at Contractor's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.5.2.1 that may be brought or instituted against City or its officials, officers, employees, volunteers and agents. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorneys' fees and costs,

including expert witness fees. Contractor shall reimburse City and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its officials officers, employees, agents, or volunteers.

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

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

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

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

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

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

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

3.5.10 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit,

privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

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

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

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

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

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

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

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

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

**[SIGNATURES ON NEXT PAGE]**

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

**CITY OF FONTANA**

**BEAR ELECTRICAL SOLUTIONS, INC.**

By: Matthew C. Ballantyne  
Matthew C. Ballantyne  
City Manager

By: Robert Asuncion  
Robert Asuncion  
Vice President

Attest:

By: Germaine McClellan Key  
Germaine McClellan Key  
City Clerk

By: Andrew Bader  
Andrew Bader  
CFO/COO

Approved as to form:

Ruben Duran  
Best Best & Krieger LLP  
City Attorney

By: Phillip Burum  
Phillip Burum  
Deputy City Manager

Gia Kim  
Gia Kim  
Public Works Director / City Engineer

**IN COMPLIANCE WITH CONTRACT INSURANCE REQUIREMENTS**

SM By: Rakesha L. Voss  
Rakesha L. Voss  
Human Resources & Risk Management Director

**IN COMPLIANCE WITH PURCHASING AND CONTRACT ADMINISTRATION POLICIES/PROCEDURES**

Jessica Brown  
Jessica Brown  
Chief Financial Officer

Sid Lambert  
Sid Lambert  
Purchasing Manager

**EXHIBIT “A”**  
**SCOPE OF SERVICES**



## **2. SCOPE OF SERVICES** **DE-24-211-SP**

### **2.1 SIGNAL MODIFICATIONS AND REPAIRS**

The qualified firm shall be capable of providing the personnel and equipment to complete signal modifications as requested and directed by the City to existing traffic signals and/or its components. A non-exhaustive sampling of the work that may be requested by the City includes extending or shortening mast arms with a certified welder, relocating or adjusting poles, relocating cabinets, modifying the components within a cabinet, related foundation and conduit installation or removal, adjusting/removing/installing different detection equipment.

The qualified firm shall be able to provide the City of Fontana with certified Econolite signal equipment to be used on an on-call basis until city equipment can be furnished. The firm must have the resources and abilities to install various signal poles and controller cabinets. The firm shall be well versed with the services required at all levels of signal repair. The scope of services may include but not limited to the following:

- A. Provide Econolite TS1 and TS2 certified equipment for on call basis use. This equipment may include but not be limited to the following: Signal Controller, 24 VDC Power Supply, MMU/CMU, Flash Transfer Relay, Load Switch, Detector Card, and Bus Interface Unit.
- B. Perform replacements of knocked down or other damaged signal equipment including all sizes of signal poles from Type 1A to Type 61A. Also install or replace controller cabinets and Edison service pedestals.
- C. Perform overhead maintenance on intersection lighting, traffic signals, street name and regulatory signs, video detection cameras and Opticom systems.
- D. Provide support for underground maintenance including conduit repair, wire inspection, and wire installation.
- E. Provide expertise level support for controller cabinets equipped Railroad Pre-Emption circuitry.

### **2.2 60 DAY COMPREHENSIVE PREVENTATIVE MAINTENANCE**

To be conducted on signalized intersections designated by the City of Fontana, this list subject to change depending on the needs of the city. The scheduled routine maintenance function is performed by a maintenance technician that at a minimum is IMSA Level 2 qualified. His/her job includes all the duties and responsibilities that are deemed necessary to ensure that the City of Fontana's traffic control system operates as designed. The maintenance technician's service vehicle shall be fully equipped to enable him/her to troubleshoot and repair any malfunction found during the preventative maintenance check. This includes all aspects of the traffic control system both ground level and overhead, whether it be signal controllers, communication systems, or video detection systems. The following is a list of tasks to be completed for each signalized intersection and crosswalk. It will be at the sole discretion of the city to determine the frequency of when these checks will take place.

## **CONTROLLER CABINET:**

### **CONTROLLER CABINET MOUNTING:**

Check the snugness of the nuts on the cabinet anchor bolts and tighten if necessary, being sure not to distort the cabinet door opening by over tightening. Check access to police door panel and clear of any debris.

### **CONTROLLER CABINET FOUNDATION SEAL:**

If standing water or evidence of water is present inside the bottom of the cabinet, check the seal between the bottom of the cabinet and the foundation for deterioration and report the need for a reseal as necessary.

### **DOOR GASKETS:**

Check all door gaskets on the controller cabinet, service cabinet and any other enclosures for evidence of moisture or deterioration. Report the need to completely replace any gaskets showing signs of leaking or deterioration.

### **CABINET VENTS:**

Check the vents in both the cabinet door and above the door, or at the top of the cabinet to ensure that they are free of any foreign material.

### **AIR FILTER:**

Vacuum and wash dust out of filters. Filters are permanent and require no replacing unless damaged. If damaged beyond repair, contact City staff for replacement.

### **CABINET FAN:**

Verify that the cabinet fan operates properly with a minimum of noise. Report any non-functioning fan.

### **THERMOSTAT:**

Verify that the cabinet fan thermostat is set at 100 degrees.

### **INTERIOR LIGHT:**

Verify the proper operation of the cabinet's interior light. Report if not functioning.

### **DOOR PANEL HARNESS:**

Check the harness leading from the main panel to the police and auxiliary panels on the cabinet door to ensure they are not being pinched and do not bind against the cabinet door. Adjust, if necessary.

### **HINGES AND LOCKS:**

Check for free movement of all doors, latching assemblies and locks on the controller cabinet, service cabinet and any other enclosures. Use a minimum of oil or spray lubricant and remove any excess.

**VACUUM CABINET:**

Blow or brush off shelves, terminal blocks and components and thoroughly vacuum the interior of the cabinet, including the police panel.

**INSECT INFESTATION:**

Check for signs of ants, wasps, or other insects within the cabinet and report any positive findings for the City to take the necessary steps for extermination and prevention.

**CABINET GROUNDING:**

Using appropriate equipment, annually check the resistance between AC and Ground.

**SERVICE CONNECTIONS:**

Verify that the neutral, ground, and AC+ connections are secure in the controller and service cabinets.

**PLUG-IN COMPONENTS:**

Check that each plug-in component (rack mount detectors, bus interface units, relays, load switches, etc.) fits tightly and securely.

**TERMINAL CONNECTIONS:**

Test each field terminal screw that it is secure.

**GROUND FAULT RECEPTABLE:**

Verify the proper operation of “Test” and “Reset” buttons on GFCI type outlets.

**INTERSECTION RECORDS:**

Ensure that all intersections cabinet wiring diagrams, signal plans, and preventative maintenance charts are current to date.

**CONTROLLER OPERATION:**

Manually place vehicle and pedestrian calls on each phase of the controller keypad to verify controller servicing of each active phase. Check controller logs for any faults that have occurred and take note for the file.

**DETECTOR OPERATION (IN-PAVEMENT LOOPS):**

Verify the detection zones for each detector by observing the turn-on of the appropriate detection indicator as a vehicle passes over the detector loop(s). Check that a call input is placed on the corresponding controller phase. Check embedded loops for exposed wires and seal if possible.

**DETECTOR OPERATION (VIDEO DETECTION):**

Verify individual camera operation by monitoring the input vehicle call display on the Video Detection Unit, and from the unit to the controller. With a portable handheld video monitor, verify the video image from each camera is clear and completely visible. If necessary, clean any dirt or debris found on camera lens. Report any malfunctions to city staff immediately.

### **EQUIPMENT DISPLAYS AND INDICATORS:**

Verify that all LED and LCD displays and indications on all cabinet equipment are working properly.

### **PRE-EMPTION DEVICES:**

Test all pre-emption devices for proper operation. This is to include both railroad and emergency vehicles.

### **SYSTEM COMMUNICATIONS:**

Check operation of communication system in each controller cabinet where applicable. Verify operation of the controller modem by monitoring the front display of each unit. Report any malfunctions immediately. Verify active modem indications are working at the end of check before securing controller cabinet door closed.

### **BATTERY BACK-UP SYSTEM:**

Check display for AC IN, UPS OUTPUT, and INVERTER indications. All should be on when utility power is supplied to the cabinet. Also check battery level and load level displays. Make note if either is out of range. Keep record of events recorded and total battery run time between maintenance checks to help indicate problem intersections.

### **PAN TILT ZOOM CAMERA:**

Where applicable, the lens cover for each camera will be cleaned with a non-abrasive solution or dry cloth.

### **INTERSECTION WALK-AROUND:**

#### **GENERAL:**

Remove any unauthorized signs and posters and all graffiti existing on signal poles, signal equipment, and cabinets.

#### **SIGNAL HEADS:**

Verify that all vehicle and pedestrian signal heads properly display all indications, and the signals are not damaged. Verify the alignment of all heads to the intended direction. Also verify that all back plates, visors, and visor doors are visibly secure. City staff will provide the technician assigned to maintain the City of Fontana with a surplus of LED's, pedestrian indications, visors, and back plates, as these are to be replaced immediately on discovery.

#### **PEDESTRIAN EQUIPMENT:**

Check all pedestrian push buttons and pedestrian signal indications by hand to ensure the framework and housings are securely mounted and operating properly. Verify all buttons and all WALK/DON'T WALK indications are working. City staff will provide the technician assigned to maintain the City of Fontana with a surplus of pedestrian buttons and pedestrian indications, as these are to be replaced immediately on discovery.

#### **INTERSECTION LIGHTING:**

Check operation of all intersection lighting associated with the signalized intersection. Test

intersection lighting with the manual test switch located in the service pedestal. Verify operation of the photoelectric cell by temporary covering the photocell to mimic darkness. Troubleshoot and repair if necessary. City staff will provide the technician assigned to maintain the City of Fontana with a surplus of intersection lighting lamps as these are to be replaced immediately on discovery. If the intersection is equipped with LED fixtures in place of the high-pressure sodium lamps and found to be defective, notify city staff immediately on discovery.

**SIGNAL MOUNTED SIGNS:**

Visibly check all signal-mounted regulatory and overhead street name signs for deterioration, proper mounting, alignment, and operation. Secure signs as necessary. Make note of damaged or faded signs and notify the City on discovery.

**PULL BOXES:**

Verify all pull box covers are secure and not damaged to the point of becoming a hazard. Verify the signal wiring in the pull box shows no evidence of deterioration and conduit grounding rod is in place and secure. Report any negative findings immediately. If pull boxes are found to be filled with dirt, dig out well enough to expose wiring and inspect for damage. Notify city on discovery.

Additions and/or modifications to this list may be made by the City at anytime as the City deems appropriate in order to ensure an appropriate level of regular and preventative maintenance occurs.

**2.3 EMERGENCY ON CALL SERVICE**

The qualified firm shall be able to provide the City of Fontana with emergency on call services when necessary. The desired response time shall be within 1 hour barring unforeseen circumstances such as Acts of God, or traffic. Notify the city in advance should this 1 hour response time be unobtainable. This service shall be made available on 24-hour call basis 7 days a week, to include all recognized holidays, for any and every situation, routine, scheduled or emergency.

A majority of the time the City staff will make the initial assessment of the situation and convey to the firm information that may assist them in better preparing and responding to the situation. It is expected that the firm has the appropriate personnel and equipment to arrive at the situation able to determine the best course of action if not already directed by the City, and to begin the necessary activities. When the City staff do not provide an initial assessment, the firm shall be capable of having properly educated, experienced, and certified staff to respond and assess the situation.

When deemed appropriate by the City, forewarning may be provided to the firm of upcoming dates and times when their services may be needed due to anticipated events, weather, limited City staff availability, or for other reasons.

## **2.4 EXTRAORDINARY MAINTENANCE**

Extraordinary maintenance includes all proactive and reactive maintenance activities that are not included as part of the regular maintenance list. Items and tasks may be removed and added to either or both lists at the discretion of the City.

When extraordinary maintenance is required as the result of a preventative maintenance check or emergency call out, the expectation is that the issue will be resolved in a timely manner. Should this exceed the expectations and additional staff or materials are required to complete the task, contact the city first for authorization to proceed.

## **2.5 ANNUAL CONFLICT MONITOR TESTING:**

It is suggested that ten (10) monitors be temporarily replaced with spare units and the originals be submitted for testing and certification at a time. The conflict monitor continuously monitors the state of the intersection and assures the signal controller equipment is functioning properly. It is critical to the safety of the motoring public that the conflict monitor is kept in operational condition at all times.

## **2.6 LAB SERVICES:**

The qualified firm shall have the ability to accept, test, and repair Econolite traffic signal products and have them returned back to the City of Fontana in a timely manner.

## **2.7 LOOP DETECTION REPAIR AND INSTALLATION:**

The qualified firm shall either provide themselves or identify a subcontractor to repair and install loop detectors and related conduit and equipment.

## **2.8 ASSIGNING TASKS AND RECORD KEEPING:**

The City will provide written direction of the work to be performed or request a quote for the work to be performed. In cases where an expeditious response is important, verbal notification will be sufficient to initiate the work, with a written confirmation of the task(s) and cost to follow soon after.

If the City selects more than one firm to provide on call services, the City may either solicit quotes from both firms before assigning the work, or the City may select a firm based on the scope of work that is needed and each firm's capabilities to complete the work.

The firm will be responsible to keep and provide necessary maintenance documents derived from routine and extraordinary maintenance.

The City is currently beginning to implement a work order management software called Lucity and anticipates to have it in place for traffic signal related work by the end of 2024. Upon implementation of the software within the Traffic group, the selected firm will be provided a 30-day notice of implementation. After the 30 days, the firm and its staff shall utilize the Lucity system to receive, document, and update tasks and work orders on a regular and real-time basis.

The City will provide the training to the staff that the firm selects on how to use Lucy. To interact with Lucy in the field, City staff will be using iPads. The selected firm may choose the same or similar device with the approval of the City's IT department (to confirm compatibility) to perform the work. Work orders will be assigned and tracked for all purposes, including billing, via Lucy or as the City determines is appropriate.

## **2.9 TECHNICAL REQUIREMENTS FOR MAINTENANCE TECHNICIAN**

To further meet City standards for optimal signal operations, the City of Fontana requires the firm to provide a skilled technician to complete a checklist of tasks at each signalized intersection and pedestrian crosswalk. The technician should meet or exceed the following qualifications:

- A. Level 2 IMSA certification, minimum
- B. Certified by Econolite to repair TS2 Type 1 and 2 signal cabinets.
- C. Ability to interpret blueprints and wiring schematics to aid in cabinet fault diagnostics.
- D. Proficient in the programming and operations of the Cobalt, ASC/3, ASC2 – 2100, and the ASC2 – 1000 controllers.
- E. Proficient in programming of Conflict Monitor Units (CMU) and Malfunction Management Units (MMU).
- F. Familiar with communications systems to include Fiber Optics, Ethernet, Wireless Radio, and Leased Line Hardwire Interconnect and the associated equipment.
- G. Familiar with the operation and diagnostics of video detection systems to include, Autoscope 2004, Solo Pro, Solo Tera, Iteris, RVP2, and Sensys.
- H. Familiar with the operation and diagnostics of the Clary, Dimensions, and Alpha Battery Back Up Systems.
- I. Ability to perform cabinet modifications and system upgrades when necessary.
- J. Familiar with operations and diagnostics of the AXIS pan tilt and zoom CCTV systems.

**EXHIBIT “B”**  
**COMPENSATION**



**City of Fontana - Traffic Signal Maintenance - Proposed Fee Schedule (FY 2024-2025)**  
**Bear Electrical Solutions, Inc.**

Routine Maintenance			Annual Rate Escalation		3%
Item Description	Unit	Quantity	Unit Price	BI-Monthly Price	Total Annual Price
Routine Maintenance - Traffic Signals	Per Intersection Per Visit	1	\$ 90.00	\$ 90.00	\$ 540.00
Routine Maintenance - Lighted Crosswalks	Per Location Per Visit	1	\$ 75.00	\$ 75.00	\$ 450.00
Annual Conflict Monitor Testing	Per Test	1	\$ 125.00	\$ 125.00	

**Labor Rates**

Item Description	Unit	Regular Time	Overtime	Premium Time
Electrician Foreman	Hourly	\$ 125.00	\$ 165.00	\$ 205.00
Traffic Signal Specialist	Hourly	\$ 120.00	\$ 160.00	\$ 200.00
Traffic Signal Technician	Hourly	\$ 115.00	\$ 155.00	\$ 195.00
Groundsman	Hourly	\$ 90.00	\$ 135.00	\$ 155.00
Fiber Optic Technician	Hourly	\$ 120.00	\$ 160.00	\$ 200.00

Regular Hours are: Monday thru Friday (excluding holidays) from 07:30AM to 04:00PM.  
Overtime Hours are: Monday thru Friday after the first 8 hours of regular time hours and less than 12 hours.  
Premium Hours are: Working Hours outside of 4PM to 07:30AM Monday to Friday, or Holidays, all Weekend.

**Equipment Rates**

Item Description	Unit	Unit Rate
Pick Up Truck	Hourly	\$ 20.00
Service Truck (Bucket)	Hourly	\$ 35.00
Dump Truck	Hourly	\$ 35.00
Crane Truck (Boom)	Hourly	\$ 65.00
Air Compressor	Hourly	\$ 15.00
Arrow Board	Hourly	\$ 15.00

**Line Item Bid Schedule**

Item Description	Unit	Quantity	Unit Price
Replace Type D Detecotr Loop (1 to 4 Loops)	Each	1	\$ 875.00
Replace Type D Detecotr Loop (5 or more Loops)	Each	1	\$ 750.00
Traffic Signal LED Installation (City-supplied material) **	Each	1	\$ 60.00
PED LED Installation (City-supplied material) **	Each	1	\$ 40.00

NOTE: \*\* Pricing based on performing installation during routine preventative maintenance

**Extraordinary / Emergency Maintenance**

All work outside of the above noted items, shall be considered extra work and will be billed time and material using the rates provided above and the material plus 15%markup.