

**CITY OF BEAUMONT  
PUBLIC WORKS AGREEMENT  
(ST. FRANCIS ELECTRIC, LLC.)**

This PUBLIC WORKS AGREEMENT (“Agreement”) is made and effective August 1, 2017, by and between the City of Beaumont, a municipal corporation (“CITY”), and ST. FRANCIS ELECTRIC, LLC (“CONTRACTOR”). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

**I. SCOPE OF WORK**

The CONTRACTOR shall perform within the time set forth in Article 2 of this Agreement and shall furnish all labor, materials, equipment, tools, utility services, and transportation and perform and complete all work required in connection with the City of Beaumont Traffic Signal Maintenance and Emergency Traffic Signal Repair Project (hereinafter “Project”). CITY’s Invitation for Bids (“Invitation”) for the Project, dated May 20, 2016, and CONTRACTOR’s Bid in response to the Invitation, dated June 23, 2016, are attached hereto as Exhibits :A” and “B”, respectively and incorporated herein by this reference. The Scope of Work for the Project is set forth in the Invitation.

By entering into this Agreement, CONTRACTOR acknowledges that there may be other contractors on the site whose work will be coordinated with that of its own. CONTRACTOR expressly warrants and agrees that it will cooperate with other contractors and will do nothing to delay, hinder, or interfere with the work of other separate contractors, the CITY, the Construction Manager, the Engineer, or utilities. CONTRACTOR also expressly agrees that, in the event its work is hindered, delayed, interfered with, or otherwise affected by a separate contractor, its sole remedy will be a direct action against the separate contractor. To the extent allowed by law, the CONTRACTOR will have no remedy, and hereby expressly waives any remedy against the CITY, the Construction Manager (if any), and the Engineer on account of delay, hindrance, interference or other events.

**II. TIME FOR PROJECT COMPLETION**

All of CONTRACTOR’s work on the Project shall be completed within durations established for the individual activities as set forth in the Project Construction Schedule, attached hereto as Exhibit “C” and incorporated herein by this reference. All work shall commence ten (10) calendar days after receiving a written Notice of Award from the CITY or Construction Manager, if a Construction Manager is employed by CITY on the Project. CONTRACTOR shall refer to the invitations for bids, and Project Plans and Specifications, all of which, as set forth below, are incorporated herein by reference, for contractual obligations regarding individual activity durations.

### **III. THE CONTRACT SUM**

The CITY shall pay to the CONTRACTOR for the performance of this Agreement, subject to any additions and deductions provided in the Project documents, the sum of \$41,040.

### **IV. PROGRESS PAYMENTS**

Based upon Applications for Payment submitted to the Engineer by the CONTRACTOR and Certificates for Payment issued by the Engineer, the CITY shall make progress payments on account of the Contract Sum to the CONTRACTOR as provided in the General Conditions, which are fully incorporated into this Agreement by this reference.

This Agreement is subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to Contractor of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with that Article. This Agreement hereby incorporates the provisions of Article 1.7 as though fully set forth herein.

### **V. INDEMNITY, DEFENSE AND HOLD HARMLESS AGREEMENT**

CONTRACTOR shall indemnify, defend with legal counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the CITY. Should conflict of interest principles preclude a single legal counsel from representing both CITY and CONTRACTOR, or should CITY otherwise find CONTRACTOR's legal counsel unacceptable, then CONTRACTOR shall reimburse the CITY its costs of defense, including without limitation reasonable legal counsels fees, expert fees and all other costs and fees of litigation. The CONTRACTOR shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the CONTRACTOR's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

CONTRACTOR obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense,

judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of CITY under any provision of this agreement, CONTRACTOR shall not be required to indemnify and hold harmless CITY for liability attributable to the active negligence of CITY, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where CITY is shown to have been actively negligent and where CITY active negligence accounts for only a percentage of the liability involved, the obligation of CONTRACTOR will be for that entire portion or percentage of liability not attributable to the active negligence of CITY.

## **VI. PREVAILING WAGES**

- A. Contractor shall comply with all applicable laws and regulations relating to prevailing wages. Wage rates for this Project shall be in accordance with the “General Wage Determination Made By the Director of Industrial Relations Pursuant To California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1”, for Riverside County. Wage rates shall conform with those posted at Beaumont City Hall and the Project site.
- B. The following Labor Code sections are hereby referenced and made a part of this Agreement:
  - 1. Section 1775 - Penalty for Failure to Comply with Prevailing Wage Rates.
  - 2. Section 1777.4 - Apprenticeship Requirements.
  - 3. Section 1777.5 - Apprenticeship Requirements.
  - 4. Section 1813 - Penalty for Failure to Pay Overtime.
  - 5. Sections 1810 and 1811 - Working Hour Restrictions.
  - 6. Section 1775 - Payroll Records.
  - 7. Section 1773.8 - Travel and Subsistence Pay.

## **VII. RECORD AUDIT**

In accordance with Government Code, Section 8546.7, records of both the CITY and the CONTRACTOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

## **VIII. FINAL PAYMENT**

Final payment, constituting the entire unpaid balance of the Agreement Sum, shall be paid by the CITY to the CONTRACTOR no sooner than thirty-five (35) days after a Notice of Completion has been recorded, unless otherwise stipulated in the Notice of Completion, provided the work has then been completed, the Agreement fully performed, and a final Certificate for Payment has been issued by the Engineer.

## **IX. CONTRACTOR'S FAILURE TO PROCURE COMPLETION OF PROJECT**

In the event CONTRACTOR fails to furnish tools, equipment, or labor in the necessary quantity or quality, or fails to prosecute the work or any part thereof contemplated by this Agreement in a diligent and workmanlike manner, and if the CONTRACTOR for a period of three (3) calendar days after receipt of written demand from CITY or its designated representative to do so, fails to furnish tools, equipment, or labor in the necessary quantity or quality, and to prosecute its work and all parts thereof in a diligent and workmanlike manner, or after commencing to do so within said three (3) calendar days, fails to continue to do so; then the CITY may exclude the CONTRACTOR from the premises, or any portion thereof, and take possession of said premises or any portion thereof, together with all material and equipment thereon, and may complete the work contemplated by this Agreement or any portion of said work, either by furnishing the tools, equipment, labor or material necessary, or by letting the unfinished portion of said work, or the portion taken over by the CITY to another contractor or by a combination of such methods. In any event, the procuring of the completion of said work, or the portion thereof taken over by the CITY, shall be a charge against the CONTRACTOR, and may be deducted from any money due or becoming due to CONTRACTOR from the CITY, or the CONTRACTOR shall pay the CITY the amount of said charge, or the portion thereof unsatisfied. The sureties, provided for under this Agreement shall become liable for payment should CONTRACTOR fail to pay in full any said cost incurred by the CITY.

## **X. INSURANCE**

Prior to the beginning of and throughout the duration of the Project, CONTRACTOR and its subcontractors shall maintain insurance in conformance with the requirements set forth below. CONTRACTOR will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so.

CONTRACTOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to CONTRACTOR or its subcontractors in excess of the limits and coverage identified in this Agreement and which is applicable to a given loss, claim or demand, will be equally available to CITY.

### **A. Types of Insurance**

Without limiting CONTRACTOR's indemnification of CITY, and prior to commencement of Work, CONTRACTOR shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to CITY:

- 1. General liability insurance.** CONTRACTOR shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per

occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, and a \$2,000,000 completed operations aggregate. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted.

2. **Automobile liability insurance.** CONTRACTOR shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.
  
3. **Umbrella or excess liability insurance.** If CONTRACTOR is using umbrella coverage to meet part of its liability insurance requirements under Paragraph 1 of this Section, CONTRACTOR shall obtain and maintain an umbrella or excess liability insurance that will provide bodily injury, personal injury, completed operations and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer’s liability. Such policy or policies shall include the following terms and conditions:
  - A drop down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
  - Pay on behalf of wording as opposed to reimbursement;
  - Concurrency of effective dates with primary policies;
  - Policies shall “follow form” to the underlying primary policies; and
  - Insureds under primary policies shall also be insureds under the umbrella or excess policies.
  
4. **Workers’ compensation insurance.** CONTRACTOR shall maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance (with limits of at least \$1,000,000) for CONTRACTOR’s employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. In addition, CONTRACTOR shall require each subcontractor to similarly maintain Workers’ Compensation Insurance and Employer’s Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor’s employees.

CONTRACTOR shall submit to CITY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of CITY, its officers, agents, employees and volunteers.

- 5. Pollution liability insurance.** Environmental Impairment Liability Insurance shall be written on a CONTRACTOR's Pollution Liability form or other form acceptable to CITY providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 dollars per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

Products/completed operations coverage shall extend a minimum of three (3) years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the Policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. The CITY, its officials, officers, agents, and employees, shall be included as insureds under the policy.

- 6. Builder's risk insurance.** Upon commencement of construction and with approval of CITY, CONTRACTOR shall obtain and maintain builder's risk insurance for the entire duration of the Project until only the CITY has an insurable interest. The Builder's Risk coverage shall include the coverages as specified below.

The named insureds shall be CONTRACTOR and CITY, including its officers, officials, employees, and agents. All Subcontractors (excluding those solely responsible for design Work) of any tier and suppliers shall be included as additional insureds as their interests may appear. CONTRACTOR shall not be required to maintain property insurance for any portion of the Project following transfer of control thereof to CITY. The policy shall contain a provision that all proceeds from the builder's risk policy shall be made payable to the CITY. The CITY will act as a fiduciary for all other interests in the Project.

Policy shall be provided for replacement value on an "all risk" basis for the completed value of the project. There shall be no coinsurance penalty or provisional limit provision in any such policy. Policy must include: (1) coverage for any ensuing loss from faulty workmanship, Nonconforming Work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Project; (4) Ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full

replacement value of any key equipment item; (6) Ocean marine cargo coverage insuring any Project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Site or any staging area. Such insurance shall be on a form acceptable to CITY to ensure adequacy of terms and sublimits and shall be submitted to the CITY prior to commencement of construction.

**B. Other provisions or requirements**

- 1. Proof of insurance.** CONTRACTOR shall provide certificates of insurance to CITY as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by CITY's risk manager prior to commencement of performance. Current certification of insurance shall be kept on file with CITY at all times during the term of this contract. CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.
- 2. Duration of coverage.** CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by CONTRACTOR, his agents, representatives, employees or subcontractors. CONTRACTOR must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. CITY and its officers, officials, employees, and agents shall continue as additional insureds under such policies.
- 3. Primary/noncontributing.** Coverage provided by CONTRACTOR shall be primary and any insurance or self-insurance procured or maintained by CITY shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of CITY before the CITY's own insurance or self-insurance shall be called upon to protect it as a named insured.
- 4. CITY's rights of enforcement.** In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONTRACTOR or CITY will withhold amounts sufficient to pay premium from CONTRACTOR payments. In the alternative, CITY may cancel this Agreement.

5. **Acceptable insurers.** All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the CITY's risk manager.
6. **Waiver of subrogation.** All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against CITY, its elected or appointed officers, agents, officials, employees and volunteers 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, and shall require similar written express waivers and insurance clauses from each of its subconsultants.
7. **Enforcement of contract provisions (non estoppel).** CONTRACTOR acknowledges and agrees that any actual or alleged failure on the part of the CITY to inform CONTRACTOR of non-compliance with any requirement imposes no additional obligations on the CITY nor does it waive any rights hereunder.
8. **Requirements not limiting.** Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the CONTRACTOR maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.
9. **Notice of cancellation.** CONTRACTOR agrees to oblige its insurance agent or broker and insurers to provide to CITY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.
10. **Additional insured status.** General liability policies shall provide or be endorsed to provide that CITY and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.



- 11. Prohibition of undisclosed coverage limitations.** None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to CITY and approved of in writing.
- 12. Separation of insureds.** A severability of interests provision must apply for all additional insureds ensuring that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.
- 13. Pass through clause.** CONTRACTOR agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by CONTRACTOR, provide the same minimum insurance coverage and endorsements required of CONTRACTOR. CONTRACTOR agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. CONTRACTOR agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to CITY for review.
- 14. CITY's right to revise requirements.** The CITY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the CONTRACTOR a ninety (90) day advance written notice of such change. If such change results in substantial additional cost to the CONTRACTOR, the CITY and CONTRACTOR may renegotiate CONTRACTOR's compensation.
- 15. Self-insured retentions.** Any self-insured retentions must be declared to and approved by CITY. CITY reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by CITY.
- 16. Timely notice of claims.** CONTRACTOR shall give CITY prompt and timely notice of claims made or suits instituted that arise out of or result from CONTRACTOR's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.
- 17. Additional insurance.** CONTRACTOR shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

## **XI. CONTRACTOR'S LICENSE**

CONTRACTOR must possess at the time of commencing work and throughout the Project duration, a Contractor's License, issued by the State of California, which is current and in good standing. CONTRACTOR shall ensure that any subcontractor working on the Project possesses at the time of commencing work and throughout the Project duration, a Contractor's License, issued by the State of California, which is current and in good standing.

## **XII. REGISTRATION REQUIREMENTS**

A. Pursuant to Section 1771.1(a) of the Labor Code:

“A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.”

B. CONTRACTOR must be registered with the Department of Industrial Relations (DIR) of the State of California in order to be eligible to work on public works projects. CONTRACTOR must ensure registration with the DIR that is active and in good standing.

C. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

D. The CONTRACTOR is not subject to public works requirements (including registration with the DIR) if the public works project is under \$1,000, unless the CITY knows that the same CONTRACTOR will be awarded total project costs in excess of \$1,000 for a given year.

### **XIII. CORPORATION IN GOOD STANDING**

If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of California, and that \_\_\_\_\_ whose title is \_\_\_\_\_, is authorized to act for and bind the corporation.

### **XIV. PROVISIONS REQUIRED BY LAW**

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

### **XV. SUBSURFACE HAZARDOUS MATERIALS**

- A. In the event trenches or other excavations extend deeper than four (4) feet below the surface, the CONTRACTOR shall promptly, and before the following conditions are disturbed, notify the CITY in writing of any:
1. Material that the CONTRACTOR believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II or Class III disposal site in accordance with the provisions of existing law.
  2. Subsurface or latent physical conditions at the site differing from those indicated.
  3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the Work or the character provided for in the CONTRACT.
- B. Upon receipt of said notification the CITY will investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the CONTRACTOR's cost of or the time required for performance of any part of the work, the CITY will issue a change order under the procedures described in the General Conditions.
- C. In the event that a dispute arises between the CITY and the CONTRACTOR whether the conditions materially differ, or involve hazardous waste or cause a decrease or increase in the CONTRACTOR's cost of or time required for performance of any part of the work, the CONTRACTOR shall not be excused from any scheduled completion date provided for by the Agreement, but shall proceed with all work to be performed under the Agreement. The CONTRACTOR shall retain any and all rights provided either by Agreement or

by law which pertain to the resolution of disputes and protests between the contracting parties.

**XVI. COMPONENT PARTS OF THE CONTRACT**

This Agreement entered into consists of the following CONTRACT DOCUMENTS, all of which are component parts of the Agreement as if herein set out in full or attached hereto:

- |  |   |
|--|---|
| <input type="checkbox"/> Notice Inviting Bids                | <input type="checkbox"/> Information Required of Bidder     |
| <input type="checkbox"/> Scope of Work Summary               | <input type="checkbox"/> Construction Services Agreement    |
| <input type="checkbox"/> Information for Bidders             | <input type="checkbox"/> Certificate Regarding Worker's     |
| <input type="checkbox"/> Bid Form                            | <input type="checkbox"/> Compensation                       |
| <input type="checkbox"/> Non-Collusion Affidavit             | <input type="checkbox"/> Drug-free Workplace Certification  |
| <input type="checkbox"/> Site Visit Certification            | <input type="checkbox"/> Plans and Specifications           |
| <input type="checkbox"/> Faithful Performance Bond           | <input type="checkbox"/> Addenda                            |
| <input type="checkbox"/> Labor and Materials Payment Bond    | <input type="checkbox"/> Drawings                           |
| <input type="checkbox"/> General and Supplemental Conditions | <input type="checkbox"/> Change Orders                      |
| <input type="checkbox"/> Special Conditions                  | <input type="checkbox"/> Shop Drawing Transmittals          |
| <input type="checkbox"/> Project Construction Schedule       | <input type="checkbox"/> Contractor's Certificate Regarding |
| <input type="checkbox"/> Proposed Subcontractors             | <input type="checkbox"/> Non-Asbestos Containing Materials  |
| <input type="checkbox"/> Bid Bond                            |   |

All of the above named CONTRACT DOCUMENTS are intended to be complementary. Work required by one of the above named CONTRACT DOCUMENTS and not by others shall be done as if required by all.

**XVII. ENTIRE CONTRACT**

This Agreement constitutes the entire contract of the parties. No other agreements or contracts, whether oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties.

[Signatures on following page.]

**SIGNATURE PAGE TO**

**CITY OF BEAUMONT  
PUBLIC WORKS AGREEMENT  
(ST. FRANCIS ELECTRIC, LLC.)**

**CITY:**

CITY OF BEAUMONT

By:

  
Alfred Lloyd White, Mayor

**CONTRACTOR:**

ST. FRANCIS ELECTRIC, LLC.

By: 

Print Name: Guy Smith

Title: Vice President


**ATTEST:**

By:

  
Andreanna Pheiffer, City Clerk

**APPROVED AS TO FORM:**

By:

  
John O. Pinkney, City Attorney

**CITY OF BEAUMONT  
PUBLIC WORKS AGREEMENT  
(ST. FRANCIS ELECTRIC, LLC.)**

**EXHIBIT "A"**

**CITY'S INVITATION FOR BIDS  
DATED May 20, 2016**

**(Insert behind this page.)**

**CITY OF BEAUMONT  
NOTICE INVITING BIDS**

The City of Beaumont, Public Works Department ("City") will receive sealed bids for the **TRAFFIC SIGNAL MAINTENANCE AND EMERGENCY TRAFFIC SIGNAL MAINTENANCE SERVICES** at the office of the Public Works Department (located at 550 E. 6<sup>th</sup> Street, Beaumont, California, 92223), no later than **June 23, 2016, 3:00 P.M., Thursday**, at which time or thereafter said bids will be opened and read aloud. Bids received after this time will be returned unopened. Bids shall be valid for 60 calendar days after the bid opening date.

Bids must be submitted on the City's Bid Forms. Bids must be prepared on the approved Bid forms and in the manner prescribed in the Instructions to Bidders. Bids must be submitted in a sealed envelope which is plainly marked on the outside with the following: **"ATTN.: SEALED  
BID FOR TRAFFIC SIGNAL MAINTENANCE AND EMERGENCY TRAFFIC SIGNAL MAINTENANCE SERVICES. DO NOT OPEN WITH REGULAR MAIL.**

**WORK: TRAFFIC SIGNAL MAINTENANCE AND EMERGENCY TRAFFIC SIGNAL MAINTENANCE IN THE CITY OF BEAUMONT.**

For further information, please see the form titled "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)" within the Bid Documents. The CITY of Beaumont hereby affirmatively ensures that minority business enterprises will be afforded full opportunity to submit Bids in response to this Notice, and that minorities nor minority business enterprises will not be discriminated against on the basis of race, color, national origin, ancestry, sex, or religion in any consideration leading to the award of contract.

Bidders may obtain a copy of the Contract Documents beginning Monday, **May 20, 2016** at the City of Beaumont website: [www.ci.Beaumont.ca.us](http://www.ci.Beaumont.ca.us). The documents can also be reviewed at counter of City of Beaumont Public Works Department.

Bids must be accompanied by cash, a certified or cashier's check, or a Bid Bond in favor of the City in an amount not less than ten percent (10%) of the submitted Total Bid Price.

A Non-Mandatory Pre-Bid Conference will be held at City Hall Conference Room, 550 E. 6<sup>th</sup> Street, Beaumont, CA 92223 on the following date(s) and time(s): **June 7, 2016, Tuesday at 11:00A.M.** Bids will be accepted from any bidder who did not attend the Pre-Bid Conference.

Each bid shall be accompanied by the security referred to in the Contract Documents, the non-collusion affidavit, the list of proposed subcontractors, and all additional documentation required by the Instructions to Bidders.

The successful bidder will be required to furnish the City with a Performance Bond

**NOTICE INVITING BIDS**

equal to 100% of the successful bid, and a Payment (Labor and Materials) Bond equal to 100% of the successful bid, prior to execution of the Contract. All bonds are to be secured from a surety that meets all of the State of California bonding requirements, as defined in Code of Civil Procedure Section 995.120, and is admitted by the State of California.

Pursuant to Public Contract Code Section 22300, the successful bidder may substitute certain securities for funds withheld by City to ensure his performance under the Contract.

The Director of Industrial Relations has determined the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract which will be awarded to the successful bidder, copies of which are on file and will be made available to any interested party upon request at Public Works Department of City of Beaumont or online at <http://www.dir.ca.gov/dlsr>. A copy of these rates shall be posted by the successful bidder at the job site. The successful bidder and all subcontractor(s) under him, shall comply with all applicable Labor Code provisions, which include, but are not limited to the payment of not less than the required prevailing rates to all workers employed by them in the execution of the Contract, the employment of apprentices, the hours of labor and the debarment of contractors and subcontractors. If the Work involves federal funds or otherwise requires compliance with the Davis-Bacon Fair Labor Standards Act, the Contractor and all its subcontractors shall comply with the higher of the state or federal prevailing wage rates.

Each bidder shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following appropriate classification(s) of contractor's license(s), for the work bid upon, and must maintain the license(s) throughout the duration of the Contract: Bidders shall possess the California Contractor's license in order to perform the Work of this Project: **Class "C-10"** or a letter from **Contractor's Licensing Board** outlining the combination of various licenses necessary to perform all the work at the time the bid is submitted to the City.

Pursuant to Public Contract Code Section 3400(b), if the City has made any findings designating certain materials, products, things, or services by specific brand or trade name, such findings and the materials, products, things, or services and their specific brand or trade names will be set forth in the Special Conditions.

**Award of Contract:** The City shall award the Contract for the Project to the lowest responsive, responsible bidder as determined from the base bid alone by the City. The City reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process.

For further information contact the following persons;

Amer Jakher, Public Works Department @ (951) 769-8520, or by E-mail [ajakher@ci.Beaumont.ca.us](mailto:ajakher@ci.Beaumont.ca.us)

**NOTICE INVITING BIDS**



**CITY OF BEAUMONT  
PUBLIC WORKS AGREEMENT  
(ST. FRANCIS ELECTRIC, LLC.)**

**EXHIBIT "B"**

CONTRACTOR'S Bid  
DATED June 23, 2016

(Insert behind this page.)

**BID FORM**

**NAME OF BIDDER:** St. Francis Electric, LLC.

The undersigned, hereby declare that we have carefully examined the location of the proposed Work, and have read and examined the Contract Documents, including all plans, specifications, and all addenda, if any, for the following Project:

**CITY OF BEAUMONT TRAFFIC SIGNAL MAINTENANCE AND  
EMERGENCY TRAFFIC SIGNAL MAINTENANCE**

We hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the Project for the following TOTAL BID PRICE:

**\$41,040.00**

---

In case of discrepancy between the written price and the numerical price, the written price shall prevail.

**CITY OF BEAUMONT  
PUBLIC WORKS AGREEMENT  
(ST. FRANCIS ELECTRIC, LLC.)**

**EXHIBIT "C"**

Project Construction Schedule

(Insert behind this page.)

## BID SCHEDULE

### CITY OF BEAUMONT TRAFFIC SIGNAL MAINTENANCE AND EMERGENCY TRAFFIC SIGNAL MAINTENANCE

**Compensation:** This is an all-inclusive, firm fixed price between the Contract and the City of Beaumont for Traffic Signal Maintenance Services and Emergency Traffic Signal Maintenance, as set forth in The Special Provisions, Scope of Work. Compensation is a firm fixed price for the first awarded term. Thereafter, price will be negotiated based on the yearly CPI Increase per the State of California Department of Labor.

#### TRAFFIC SIGNAL MAINTENANCE SERVICES (REGULAR SCHEDULED):

i. Preventive Maintenance Rates:

a. Monthly Scheduled Maintenance.....\$ 70.00 Per Intersection

**Total Bid Amount = Ia( Total Annual Cost per year for all Traffic Signals (    Intersections) (Item a x 12 months x 12 Intersections)) + Iia + Iila + Iiva.**

\$ 41,040.00  
*Numerical value*

Forty-One Thousand Forty Dollars and No Cents  
*Written value*

Bid will be awarded based on the total annual cost for the regular scheduled maintenance of all Traffic Signals Intersection. In case of discrepancy between the written price and the numerical price, the written price shall prevail.

ii. Labor and Equipment Rates for Extra Work and Emergency Work:

a. Contractor must provide a detailed schedule of prices for all the labor and equipment used in the determination of the monthly regular scheduled maintenance per intersection. These prices will determine the compensation for the emergency and extra work performed outside the regularly scheduled maintenance.

	A	B
<i>Labor/Equipment</i>	<i>Unit price/ Salary per hour</i>	<i>Salary per hour at overtime</i>
Supervisor	\$85.00	\$114.00
Technician Lead	\$79.00	\$106.00
Technical	\$79.00	\$106.00
Journey Man	\$79.00	\$106.00
Trainee	\$60.00	\$90.00
Truck with lift	\$28.00	\$28.00
	<b>A Total = \$410.00</b>	<b>B Total = \$550.00</b>

Grand Total ( A + B )= \$960.00

iii. **Materials**

a. *For bid purposes use number \$30,000*

b. actual cost plus.....12.....percent(%) markup ( *Markup Cost shall not exceed 15% or as specified on this contract documents and specifications*). City may require copy of used maintenance invoices.

iv. a maintenance of signal coordination hardware & software including server \$ N/A (see special provision on page 93).

The undersigned agrees that this Bid Form constitutes a firm offer to the City which cannot be withdrawn for the number of calendar days indicated in the Notice Inviting Bids from and after the bid opening, or until a Contract for the Work is fully executed by the City and a third party, whichever is earlier.

The Contract duration shall commence on the date stated in the City's Notice to Proceed, and shall be completed by the Contractor in the time specified in the Contract Documents. In no case shall the Contractor commence construction prior to the date stated in the City's Notice to Proceed.

Bidder certifies that it is licensed in accordance with the law providing for the registration of Contractors, License No. 1003811, Expiration Date 5/31/2017, class of license A, C-10. If the bidder is a joint venture, each member of the joint venture must include the above information.

The undersigned acknowledges receipt, understanding and full consideration of the following addenda to the Contract Documents.

1. Addenda No. 1 thru 1
2. Attached is the required bid security in the amount of not less than 10% of the Total Bid Price.
3. Attached is the fully executed Non-Collusion Affidavit form.
4. Attached is the completed Designation of Subcontractors form.
5. Attached is the completed Bidder Information Form.
6. Attached is the completed Contractor's Certificate Regarding Workers' Compensation form.
7. Bidder acknowledges and understands that, pursuant to Public Contract Code Section 20676, sellers of "mined material" must be on an approved list of sellers

**BID SCHEDULE**

published pursuant to Public Resources Code Section 2717(b) in order to supply mined material for this Contract.

I hereby certify under penalty of perjury under the laws of the State of California, that all of the information submitted in connection with this Bid and all of the representations made herein are true and correct.

Name of Bidder St. Francis Electric, LLC.

Signature



Name and Title Andrew Amador

Dated 6/23/2016

**CONTRACTOR'S CERTIFICATE REGARDING  
WORKERS' COMPENSATION**

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 Contract.

Name of Bidder St. Francis Electric, LLC.

Signature

  
Name Andrew Amador

Title Vice President

Dated 6/23/16





STATE OF CALIFORNIA )  
 )  
CITY OF \_\_\_\_\_ )

ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 2009, before me,  
\_\_\_\_\_, a Notary Public in and for said state, personally  
appeared \_\_\_\_\_, known to me to be the person  
whose name is subscribed to the within instrument as the Attorney-In-Fact of the  
(Surety) acknowledged to me that he subscribed the name of the  
\_\_\_\_\_  
(Surety) thereto and his own name as Attorney-In-  
Fact.

\_\_\_\_\_  
Notary Public in and for said State

(SEAL)

Commission expires: \_\_\_\_\_

NOTE: A copy of the Power-of-Attorney to local representatives of the bonding  
company must be attached hereto.

Please see attached

## ACKNOWLEDGMENT

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

State of California  
County of Alameda )

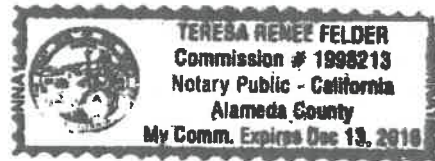
On 6/9/16 before me, Teresa Renee Felder, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



## ACKNOWLEDGMENT

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

State of California  
County of Alameda

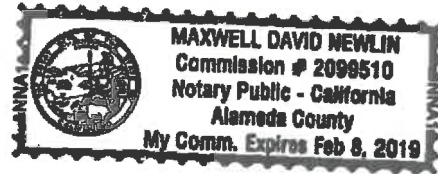
On JUNE 6, 2016 before me, MAXWELL DAVID NEWLIN, NOTARY PUBLIC  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)





The Guarantee Company of North America USA  
Southfield, Michigan

### POWER OF ATTORNEY

**KNOW ALL BY THESE PRESENTS:** That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Robert W. Babcock, Mollie Whalen, Katherine Christine Babcock, James Lawrence Ronhaar, Keli Wheatley, Maxwell Newlin  
R. W. Babcock Insurance Brokerage, Inc.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31<sup>st</sup> day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.



IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 23rd day of February, 2012.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

STATE OF MICHIGAN  
County of Oakland

Stephen C. Ruschak, President & Chief Operating Officer

Randall Musselman, Secretary

On this 23rd day of February, 2012 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of



Cynthia A. Takai  
Notary Public, State of Michigan  
County of Oakland  
My Commission Expires February 27, 2018  
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 6TH day of JUNE, 2016



Randall Musselman, Secretary

**DESIGNATION OF SUBCONTRACTORS**

In compliance with the Subletting and Subcontracting Fair Practices Act of the Public Contract Code of the State of California, each bidder shall set forth below: (a) the name and the location of the place of business and (b) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price. Notwithstanding the foregoing, if the work involves streets and highways, then the Contractor shall list each subcontractor who will perform work or labor or render service to Contractor in or about the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price or \$10,000, whichever is greater. No additional time shall be granted to provide the below requested information.


If no subcontractor is specified, for a portion of the work, or if more than one subcontractor is specified for the same portion of Work, to be performed under the Contract in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price or \$10,000, whichever is greater if the work involves streets or highways, then the Contractor shall be deemed to have agreed that it is fully qualified to perform that Work, and that it shall perform that portion itself.

Portion of the Work	Subcontractor	Location of Business	% of the Work
N/A			

**DESIGNATION OF SUBCONTRACTORS**

Portion of the Work	Subcontractor	Location of Business	% of the Work
N/A			

Name of Bidder St. Francis Electric, LLC.

Signature 

Name and Title Andrew Amador

Dated 6/23/16

**INFORMATION REQUIRED OF BIDDERS**

**A. INFORMATION ABOUT BIDDER**

[\*\*Indicate not applicable ("N/A") where appropriate.\*\*]

**NOTE:** Where Bidder is a joint venture, pages shall be duplicated and information provided for all parties to the joint venture.

1.0 Name of Bidder: St. Francis Electric, LLC.

2.0 Type, if Entity: Corporation

3.0 Bidder Address: 1420 Citrus Street  
Riverside, CA 92507

Facsimile Number (951) 274-0061 Telephone Number (951) 304-4903

4.0 How many years has Bidder's organization been in business as a Contractor? 70

5.0 How many years has Bidder's organization been in business under its present name? 70

5.1 Under what other or former names has Bidder's organization operated?: St. Francis Electric, Inc.

6.0 If Bidder's organization is a corporation, answer the following:

6.1 Date of Incorporation: 1986

6.2 State of Incorporation: California

6.3 President's Name: Robert Spinardi

6.4 Vice-President's Name(s): Andrew Amador  
Guy Smith

6.5 Secretary's Name: Guy Smith

**INFORMATION REQUIRED OF BIDDERS**

6.6 Treasurer's Name: Randy Krebs

7.0 If an individual or a partnership, answer the following:

7.1 Date of Organization:  
N/A

7.2 Name and address of all partners (state whether general or limited partnership):  
N/A

8.0 If other than a corporation or partnership, describe organization and name principals:  
N/A

9.0 List other states in which Bidder's organization is legally qualified to do business.  
N/A

10.0 What type of work does the Bidder normally perform with its own forces?  
Detector Loops, underground, and electrical maintenance including traffic signal and street lights.

11.0 Has Bidder ever failed to complete any work awarded to it? If so, note when, where, and why:  
No.

12.0 Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation:  
No.

**INFORMATION REQUIRED OF BIDDERS**



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**14.0 List Trade References:**

Azco Supply, 2250 Stewart St. #9, Stockton, CA 95205 - Phone: (209)943-2452

Anixter, 4464 Willow Rd, Suite 101, Pleasanton, CA 94588 - Phone (925)469-8632

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**15.0 List Bank References (Bank and Branch Address):**

Pan Pacific Bank - 47065 Warm Springs Blvd, Fremont, CA - Phone: (510)809-8814

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**16.0 Name of Bonding Company and Name and Address of Agent:**

R.W. Babcock Insurance Brokerage, Inc.

Rob Babcock

6600 Koll Center Parkway, Suite 150, Pleasanton, CA 94566

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## B. LIST OF CURRENT PROJECTS (Backlog)

[\*\*Duplicate Page if needed for listing additional current projects.\*\*]

Project	Description of Bidder's Work	Completion Date	Cost of Bidder's Work	Contact Name & Phone
City of Pleasanton - Streetlight Maintenance & Repair Services	Streetlight Maintenance of 7003 Streetlights	June 2017	\$100,000/yr	Antonio D'Onofrio (925) 918-1366
City of Burlingame - Traffic Signal Maintenance	Traffic Signal Maintenance	June 2018	\$67,000/yr	Andrew Wong (650) 558-7237
City of Los Gatos - Traffic, Streetlight & Parking Lot Maintenance	Traffic Signal, Streetlight, and Parking Lot Lights Maintenance	June 2017	\$120,000.36	Jessy Pu (408) 395-2859
City of Richmond - Traffic Signal and Streetlight On-Call Repair Services	Traffic Signal and Streetlight Maintenance	June 2018	\$150,000	Yader Bermudez (510) 774-8300
Mountain House CSD - Traffic Signal Maintenance & Repair Services	Traffic Signal Maintenance	June 2017	\$450,000	Doug Louie (209) 831-5819
City of Yuba City - Traffic Signal Maintenance	Traffic Signal Maintenance	August 2016	\$41,000/yr	Ben Moody (530) 822-4673
City of El Cerrito - Streetlight and Traffic Signal Maintenance	Streetlight and Traffic Signal Maintenance	September 2018	\$56,800	Melissa Tigbao (510) 215-4368
City of Marina - Traffic Signal Maintenance	Traffic Signal Maintenance	March 2017	Time and Material	Ed Meachum (831) 212-5338
City of San Bruno - Traffic Signal, Streetlight Repairs & Support	Traffic Signal, Streetlight Repairs & Support	December 31, 2016	\$50,000	Ted Chapman (608) 616-7169
City of Auburn - Traffic Signal Maintenance	Traffic Signal Maintenance	September 2016	\$17,520	Bernie Schroeder (530) 823-4211
City of Placer County - Traffic Signal Maintenance	Traffic Signal Maintenance	September 2016	\$106,000	Kevin Taber (530) 889-7665
Sacramento Municipal Utilities District - Streetlight Maintenance	Streetlight Maintenance	June 2018	\$4,500,000	Cheryl Brooks (916) 732-5807
City of Turlock - Traffic Signal Maintenance and Repair Services	Traffic Signal Maintenance	August 2018	\$150,000	Dawn Corbett (209) 668-5599 x4425
City of West Sacramento - Traffic Signal Maintenance	Traffic Signal Maintenance	April 2020	\$103,168	Peter Hansen (916) 524-6511
City of Daly City - Traffic Signal Maintenance	24 Hr On-Call Services	On-Going	Time and Materials	Tom Lazzarini (650) 991-8167
City of Hayward - Traffic Signal Maintenance	On-Call Services	July 2016	\$74,500	Majid Hafezleh (510) 583-4787
City of Lafayette - Traffic Signal Maintenance	24 Hr On-Call Services	On-Going	Time and Materials	Donna Feehan (925) 258-1864
City of Salinas - Traffic Signal Maintenance	On-Call Services	On-Going	Time and Materials	Jose Saucedo (831) 758-7381
City of San Leandro - Traffic Signal Maintenance	24 Hr On-Call Services	On-Going	Time and Materials	Steve Lolas (510) 577-6023
Citywide Pedestrian Countdown Heads and ADA Push Buttons	Remove existing & replace with PED Countdown LED's & ADA Push Buttons	August 2016	\$149,320.90	John Kerényi (951) 413-3199

## INFORMATION REQUIRED OF BIDDERS

**C. LIST OF COMPLETED PROJECTS - LAST THREE YEARS**

[\*\*Duplicate Page if needed for listing additional completed projects.\*\*]

Please include only those projects which are similar enough to demonstrate Bidder's ability to perform the required Work.

Project Client	Description of Bidder's Work	Period of Performance	Cost of Bidder's Work	Contact Name & Phone
County of Sacramento	Streetlight Retrofit within the County of Sacramento	2014	\$97,850.00	Chris Conyers (916) 698-0913
Ohlone Community College District	LED Retrofit	2015	\$103,900.00	Jim Worrall (510) 659-6535
City of Napa	Traffic Signal Modification	2014	\$839,012.00	Nell Mathelson (530) 304-8536
City of Livermore	Battery Back-up & Traffic Improvements @ Various Locations	2014	\$228,805.00	Carlo Sendaydiego (925) 960-4517
City of Fremont	Traffic Engineering Consultant	2014	\$50,000/yr	Donya Amiri (510) 490-4757
Caltrans District 4	Traffic Operation Maintenance and Repair Services	2013 - 2016	\$3,000,000	Salvador Borraro (510) 377-4186

**D. EXPERIENCE AND TECHNICAL QUALIFICATIONS QUESTIONNAIRE**

**Personnel:**

The Bidder shall identify the key personnel to be assigned to this project in a management, construction supervision or engineering capacity.

1. List each person's job title, name and percent of time to be allocated to this project:

Jill Petrie, SoCal Area Manager - 100%

Lance Alm - Traffic Signal Technician - 50%

Stephen Petrie - Traffic Signal / Streetlighting Technician - 50%

2. Summarize each person's specialized education:

Jill Petrie - 16 years extensive experience in both technical and construction related projects

Lance Alm - Work Zone & Traffic Signal Technician IMSA Level III

Stephen Petrie - Work Zone Safety & IMSA Roadway Lighting Level I

3. List each person's years of construction experience relevant to the project:

Jill Petrie - 15 Years

Lance Alm - 8 Years

Stephen Petrie - 3 Years

4. Summarize such experience:

Jill Petrie worked with over 25 agencies appurtaining to traffic signal & streetlight maintenance and response contracts including knockdowns

Lance Alm - maintained traffic signals and streetlighting at over 25 agencies within Riverside and San Bernardino Counties

Stephen Petrie - maintained traffic signal and streetlighting at over 25 agencies within Riverside and San Bernardino Counties

Bidder agrees that personnel named in this Bid will remain on this Project until completion of all relevant Work, unless substituted by personnel of equivalent experience and qualifications approved in advance by the City.

**Additional Bidder's Statements:**

If the Bidder feels that there is additional information which has not been included in the questionnaire above, and which would contribute to the qualification review, it may add that information in a statement here or on an attached sheet, appropriately marked:

N/A

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**E. VERIFICATION AND EXECUTION**

These Bid Forms shall be executed only by a duly authorized official of the Bidder:

I declare under penalty of perjury under the laws of the State of California that the foregoing information is true and correct:

Name of Bidder St. Francis Electric, LLC.

Signature 

Name Andrew Amador

Title Vice President

Dated 6/23/16

**NON-COLLUSION AFFIDAVIT**

I, Andrew Amador, being first duly sworn, deposes and says that he is Vice President of St. Francis Electric, LLC. the party making the attached bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Name of Bidder St. Francis Electric, LLC.

Signature 

Name Andrew Amador

Title Vice President

Dated 6/23/16



## **ADDENDUM # 1 QUESTIONS**

### **TRAFFIC SIGNAL MAINTENANCE AND EMERGENCY TRAFFIC SIGNAL MAINTENANCE RFP**

1. Pg 1 of NIB 3<sup>rd</sup> paragraph – Does “Work: Traffic Signal Maintenance and Emergency Traffic Signal Maintenance in the City of Beaumont.” Also need to be marked on the envelope? There is no closing quotation mark indicating where to stop.  
**a) Traffic Signal Maintenance and Emergency Traffic Signal Maintenance**
2. Pg 9 of Instructions to Bidders # 21. Will City be retaining 10% for monthly traffic signal maintenance invoices?  
**a) No**
3. Pg 11 of Bid Form – Can you please indicate if Total Bid Price is the same as Pg 12 of Bid Schedule Total Bid Amount = ia ?  
**a) Yes, it's the same as total Bid amount.**
4. Pg 12 of Bid Schedule- Number of intersections not listed to calculate Total Bid Amount. Do we use the number of intersections listed in the City of Beaumont Traffic Signal Inventory?  
**a) Just use our Inventory.**
5. Pg 12 of Bid Schedule – Can you please clarify if the calculation for the Total Bid Amount is as follows: (ia x 12 months x 12 intersections) + iia (which is A + B) + iiii (which is \$30,000) + iva (which is zero because there is no iva)  
**a) Yes, Correct**
6. Pg 13 of Bid Schedule – iv “it says to see special provision on page 93 but the list of intersections starting on page 93 I1 is blank. Are there no coordinated signals?  
**a) No information available at this time.**

7. Pg 72 of General Conditions is blank. Is this intentional?  
a) **No, the blank page 72 will be deleted. (See New RFP)**
8. After pg 72 of General Conditions, it jumps to Special Provisions pg 85. Are pages 73 - 84 missing intentionally?  
a) **No pages are missing, page numbering is not correct. ( See New RFP)**
9. Special Provisions Section II - B. Personnel - The contractor shall provide one full-time Traffic Signal Maintenance Electrician. Will this technician be required to be in your City 40 hours a week, 4 -5 weeks a month? Generally the scheduled maintenance services for 12 intersections will take 1 - 2 days a month to complete depending on the amount of extraordinary maintenance. Is the technician expected to remain in your City until the following month along with any extraordinary calls received by your City?  
a) **Not required to stay in the City.**
10. Also in paragraph 2 of the same section above, it is our understanding we will be charging you extraordinary rates for labor and equipment for 100% of the assigned technician is this correct?  
a) **No, the city will not pay.**
11. Section III. - A - 1 - d - Can you please clarify this sentence since there is a "91" on top of it  
a) **This will be corrected.**
12. Section III - A - 1 - I - 2 - It says Signal coordination maintenance shall include implementation and modification of signal timing and server maintenance, quick net pro and hardware on all the intersections listed above. (There are no intersections listed above)  
a) **Tables will be deleted.**
13. Section III - B - it says, During the course of this Contract, the City may add or delete facilities to be maintained from the original list in Attachment A ( There is no Attachment A in these documents)  
a) **(Attachment A) is Traffic Signal Locations Table (See New RFP)**
14. How many Flashing Light warning Devices does the City own?  
a) **No Information available at this time.**
15. Are the Highway Safety Lighting the Safety Lights at the intersections?  
a) **Yes**

**Attachments**

A. New RFP

June 2, 2016



JP  
16-605

Agenda Item No. 6

Staff Report

To: Mayor and Council Members

From: Director of Public Works / City Engineer

Date: August 1, 2017

Subject: Award of Contract for: Traffic Signal Maintenance and Emergency Signal Maintenance to St. Francis Electric LLC for the Fiscal Year 2017-18

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BY: \_\_\_\_\_

**Background and Analysis:**

On August 2, 2016, the Council awarded a contract to St. Francis Electric LLC to provide on-going maintenance and emergency services for existing traffic signals maintained by the City in the amount of \$41,040 for the Fiscal Year 2016-17.

Throughout the duration of the contract, staff has been very happy with the work performed by St. Francis Electric LLC and recommends an award of contract the amount of \$41,040 to continue providing these services for the FY 2017-2018.

**Fiscal Impact:**

This contract is funded by account number: 100-3250-7068-0000

Finance Director Review: MT zw

**Recommendation:**

Approve the contract with St. Francis Electric LLC.

City Manager Review: JP

**Attachments:**

- A. City Standard Services Agreement

**Attachment "A"**

**City Standard Services Agreement**