AMENDMENT TO AGREEMENT

This FIRST AMENDMENT TO AGREEMENT amends that certain agreement titled Agreement for Services dated June 3, 2025, made by and between the Town of Los Gatos, ("Town,") and Bear Electrical Solutions, LLC ("Service Provider"), a Limited Liability Company and whose address is 1252 State Street, PO Box 924, Alviso, CA 95002.

RECITALS

A. Town and Service Provider entered into an Agreement for Services on June 3, 2025 ("Agreement").

B. The parties desire to amend the Agreement in order to add additional services, extend the period of performance, and increase the compensation.

AMENDMENT

A. Section 2.1 Scope of Services - is amended to add the following: Service Provider shall provide an additional $40,000.00 in response services for Year 1 (FY 25/26) and $40,000.00 in response services for Year 2 (FY 26/27), in accordance with the original agreement's scope of services. Service Provider will also provide those additional services as described in that certain Proposal sent to the Town on February 20, 2026 which is hereby incorporated by reference and attached as Exhibit A.

B. Section 2.2 Term and Time of Performance - is amended to read: The effective date of this Agreement shall begin on July 1, 2025 through June 30, 2027 with an option to extend the contract up to three (3) additional years subject to appropriation of funds, notwithstanding any other provision of this agreement.

C. Section 2.6 Compensation - is amended to read: Compensation for year one (FY 2025/26) to provide traffic signal and streetlight maintenance and repair, Underground Service Alert (USA) marking services, park lighting improvement services and Advanced Traffic Management System (ATMS) operations and maintenance costs, plus unforeseen repair costs within the Town streets and parks, shall not exceed $235,324.00. Compensation for year two (FY 2026/27) to provide traffic signal and streetlight maintenance and repair, Underground Service Alert (USA) marking services, and Advanced Traffic Management System (ATMS) operations and maintenance costs, plus unforeseen repair costs within the Town streets and parks, shall not exceed $225,203.00. Compensation for the future years will be the base cost for lighting, traffic signal maintenance and response, and USA markings adjusted upward annually for the remaining term of this agreement by the change, if any, in the San Francisco-Oakland-San Jose Metropolitan Area Consumer Price Index for all Urban Consumers, all items (CPI). The adjustment shall be based upon the CPI published on December 31 of the preceding year. If the CPI indicates a downward adjustment, compensation would remain at the base amount. Payment shall be based upon Town approval of each task as shown below.

Year 1 - $235,324 (FY25/26), including unforeseen repair costs.

Year 2 - $225,203 (FY 26/27), including 3% CPI.

Year 3 - $169,006 (FY 27/28), including 3% CPI.

Year 4 - $174,076 (FY 28/29), including 3% CPI.

Year 5 - $179,298 (FY 29/30), including 3% CPI.

For a total agreement **not to exceed $982,907**, inclusive of all costs. Payments shall be based upon Town approval of each task.

*Total compensation includes an annual 3.0% adjustment for Years 2-5.

D. All other terms and conditions of the Agreement remain in full force and effect.

Attachments:

A - Proposal

signed-document-combined-5868.pdf

TOWN OF LOS GATOS

SIGNATURE

Chris Constantin

FULL NAME

Town Manager

TITLE

DATE SIGNED

BEAR ELECTRICAL SOLUTIONS, LLC

SIGNATURE

Andrew Bader

CONTRACTOR SIGNATORY'S FULL NAME

President

CONTRACTOR SIGNATORY'S TITLE

DATE SIGNED

Approved as to form:

SIGNATURE

Gabrielle Whelan

FULL NAME

Town Attorney

TITLE

DATE SIGNED

The execution date is the date on which the last party has signed.

Exhibits List

A - Proposal

Exhibit A

Proposal

Exhibit A

BEAR ELECTRICAL SOLUTIONS

Contractors License No. 982079
A – General Engineering
C-10 High Voltage Electrical

1252 State Street, PO Box 924, Alviso, CA 95002-0924
Tel: 408-449-5178 Fax 408-449-5147

PROPOSAL

DATE:	2/20/2026	TO:	Gary Heap
FROM:	Brent Paulson	COMPANY:	Town of Los Gatos
PHONE:	(408) 449-5178	PHONE:	(408) 399-5773
FAX:	(408) 449-5147	EMAIL:	Gheap@losgatosca.gov

BID/ PROJECT: Town of Los Gatos ATMS Operations and Maintenance

BES received a request for pricing to provide electrical labor and equipment for the following scope of work:

1. Purpose and Objectives
The contractor shall provide comprehensive preventive and corrective maintenance, monitoring, and technical support for the Town of Los Gatos Advanced Traffic Management System (ATMS). The intent is to ensure the continuous, reliable, and safe operation of all central software, communication networks, and field hardware associated with the Town's traffic management infrastructure.

Objectives include:
- Maintaining full functionality of the Econolite Centracs software and all connected field devices.
- Ensuring communications integrity, uptime, and performance consistent with Caltrans and NTCIP standards.
- Providing timely response to all system and field malfunctions.
- Supporting system reliability through proactive maintenance, accurate documentation, and coordination with Town staff.
- Set up and maintain video camera live streaming at the ATMS, confirm and/or establish communications to each field camera, provide maintenance and necessary upgrades as needed.

2. System Overview
The Town's ATMS currently includes:
- Central System: Econolite Centracs software and associated servers, workstations, and network switches.
- Traffic Signal Controllers: Econolite Cobalt controllers with NEMA TS-1 or TS-2 cabinet assemblies.
- Field Equipment: Detection systems (loops, video, radar), pedestrian pushbuttons, conflict monitors, UPS units, and cabinet power distribution equipment.

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Tel: 408-449-5178 Fax 408-449-5147

- Communications Network: Fiber-optic, copper, and wireless communications infrastructure linking intersections to the Traffic Management Center (TMC).
- Peripheral Devices: CCTV cameras, Ethernet switches, routers, and associated field network hardware.

3. Scope of Services

3.1 Preventive Maintenance

The contractor shall perform scheduled preventive maintenance for all components to prevent failures, extend equipment life, and ensure consistent performance. Work shall be completed semi-annually for software/network systems. Tasks include:
- Testing communication links and verifying latency thresholds.
- Reviewing event logs and controller alarms for recurring issues.
- Updating firmware and Centracs software in coordination with Town staff.

3.2 Corrective Maintenance

For failures or service interruptions, the contractor shall provide prompt corrective action as follows:
- Response Time: Two (2) hours for critical failures affecting operations; twenty-four (24) hours for non-critical issues.
- Repair: Diagnose, replace, or reconfigure failed components; test and verify proper function.
- Reporting: Provide a detailed service report within forty-eight (48) hours of completion.
- Coordination: Notify Town staff prior to significant reprogramming or system modifications.

3.3 System Monitoring and Administration

The contractor shall support 24/7 system monitoring and administration through the following activities:
- Monitor Centracs software status, communications, and device connectivity.
- Manage user permissions, software updates, and backups.
- Configure and maintain IP addressing, network routing, and firewall settings.
- Analyze system logs to identify latency, communication errors, or recurring faults.
- Support the Town's operational staff with timing plan uploads and schedule updates.

3.4 Documentation and Reporting

All maintenance activities shall be documented in a digital format acceptable to the Town. The contractor and Town shall maintain:
- Intersection inventory and device registry.
- Controller configuration backups and timing databases.
- Fiber network diagrams and IP addressing tables.
- Preventive and corrective maintenance logs.
- Quarterly system performance reports summarizing uptime, failures, and corrective actions.

BEAR ELECTRICAL SOLUTIONS

Contractors License No. 982079
A – General Engineering
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1252 State Street, PO Box 924, Alviso, CA 95002-0924
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4. Performance Standards

All work shall conform to:

- Caltrans Standard Specifications (latest edition)
- Caltrans Traffic Operations Policy Directives (TOPDs)
- NEMA TS-2, ATC, and NTCIP 1202 standards
- Econolite Centracs user and maintenance manuals
- Town of Los Gatos design standards and permit conditions

5. Coordination and Communication

The contractor shall maintain close coordination with Town traffic engineering staff and other regional agencies as necessary. Responsibilities include:

- Notifying the Town prior to planned maintenance or outages.
- Providing a 24-hour emergency contact for after-hours incidents.
- Attending quarterly coordination meetings and one annual performance review.
- Maintaining communication with Econolite technical support for escalated software or firmware issues.

6. Additional Services (As Requested)

The contractor may also provide the following additional or on-call services at the Town's direction:

1. System Expansion and Integration:
   - Configure and commission new intersections or field devices.
   - Integrate new CCTV cameras, switches, or wireless radios.
   - Develop and test new signal timing plans.

2. Network and Fiber Support:
   - Splice, test, and document new or repaired fiber runs.
   - Install or configure network switches, routers, and security appliances.
   - Provide GIS-based as-built mapping of communications infrastructure.

3. Software and Server Upgrades:
   - Migrate Centracs software to newer versions or updated hardware.
   - Assist with virtualization or disaster recovery planning.
   - Coordinate with Econolite and Town IT staff for major updates.

4. Consulting and Engineering Support:
   - Prepare technical memos or feasibility studies for ATMS enhancements.

BEAR ELECTRICAL SOLUTIONS

Contractors License No. 982079
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1252 State Street, PO Box 924, Alviso, CA 95002-0924
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- Develop cost estimates and equipment specifications for capital projects.
- Support grant-funded ITS improvements or pilot technology deployments.

5. Emergency or After-Hours Support:
- Provide 24/7 emergency response and on-call service for unplanned failures.

All additional services shall be pre-approved in writing by the Town and billed in accordance with the contract's established rates.

The below cost is an estimated budget for initial assessment and an ongoing monthly service. Invoicing to be delivered monthly based upon actual hours worked.

System Assesment and Understanding with Town Staff				
Labor Description	Unit of Measure	Rate	Quantity	Total
Project Manager	Hr	$ 185.00	20	$ 3,700.00
Electrician and Service Vehicle	Hr	$ 220.00	40	$ 8,800.00
Total				$ 12,500.00
Ongoing Monthly Service				
Electrician and Service Vehicle	Hr	$ 220.00	8	$ 1,760.00

QUOTE PREPARED BY:
BEAR ELECTRICAL SOLUTIONS, INC
Brent Paulson
Office: (408) 449-5178
Brent@bear-electrical.com

APPROVED

_____
SIGNATURE

_____
PRINTED NAME and DATE

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AGREEMENT FOR SERVICES

PREAMBLE

THIS AGREEMENT is dated for identification on 3rd day of June 2025 by and between TOWN OF LOS GATOS, a California municipal corporation, ("Town") and Bear Electrical Solutions, LLC ("Service Provider"), identified as an C Corporation and whose address is 1252 State Street, PO Box 924, Alviso, CA 95002. This Agreement is made with reference to the following facts.

I. RECITALS

1.1 Town sought quotations for the services described in this Agreement, and Service Provider was found to be the lowest responsible supplier for this purchase.

1.2 Service Provider represents and affirms that it is willing to perform the desired work pursuant to this Agreement.

1.3 Town desires to engage Service Provider to provide Traffic Signal and Streetlight Maintenance and Repair, and Underground Service Alert (USA) Marking Services. Field maintenance and repair of streetlights, parking lot lights, lights in the Town's public parks, traffic signals, and other traffic related equipment (such as electronic speed feedback signs and crosswalk warning lights, etc.)

1.4 Service Provider warrants it possesses the distinct professional skills, qualifications, experience, and resources necessary to timely perform the services described in this Agreement. Service Provider acknowledges Town has relied upon these warranties to retain Service Provider.

II. AGREEMENT

2.1 Scope of Services. Service Provider shall provide services as described in that certain Proposal sent to the Town on April 17, 2025 which is hereby incorporated by reference and attached as Exhibit A.

2.2 Term and Time of Performance. The effective date of this Agreement shall begin July 1, 2025 through June 30, 2026 with an option to extend the contract up to four (4) additional years subject to appropriation of funds, notwithstanding any other provision in this agreement.

2.3 Compliance with Laws. The Service Provider shall comply with all applicable laws, codes, ordinances, and regulations of governing federal, state and local laws. Service Provider represents and warrants to Town that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Service Provider to practice

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its profession. Service Provider shall maintain a Town of Los Gatos business license pursuant to Chapter 14 of the Code of the Town of Los Gatos.

2.4 Sole Responsibility. Service Provider shall be responsible for employing or engaging all persons necessary to perform the services under this Agreement.

2.5 Information/Report Handling. All documents furnished to Service Provider by the Town and all reports and supportive data prepared by the Service Provider under this Agreement are the Town's property and shall be delivered to the Town upon the completion of services or at the Town's written request. All reports, information, data, and exhibits prepared or assembled by Service Provider in connection with the performance of its services pursuant to this Agreement are confidential until released by the Town to the public, and the Service Provider shall not make any of these documents or information available to any individual or organization not employed by the Service Provider or the Town without the written consent of the Town before such release. The Town acknowledges that the reports to be prepared by the Service Provider pursuant to this Agreement are for the purpose of evaluating a defined project, and Town's use of the information contained in the reports prepared by the Service Provider in connection with other projects shall be solely at Town's risk, unless Service Provider expressly consents to such use in writing. Town further agrees that it will not appropriate any methodology or technique of Service Provider which is and has been confirmed in writing by Service Provider to be a trade secret of Service Provider.

2.6 Compensation: Compensation for year one (FY 2025/26) to provide maintenance services and Underground Service Alert (USA) marking services, plus unforeseen repair costs within the Town and park lighting improvements, shall not exceed $179,304. Compensation for future years will be the base cost of $159,304 and shall be adjusted upward annually for the remaining term of this agreement by the change, if any, in the San Francisco-Oakland-San Jose Metropolitan Area Consumer Price Index for All Urban Consumers, all items (CPI). The adjustment shall be based upon the CPI published on December 31 of the preceding year. If the CPI indicates a downward adjustment, compensation would remain at the base amount. Payment shall be based upon Town approval of each task as shown below.

Bear Electric LLC Proposal for Basic Services		
	Total	**$104,514**
	Units	**Annual Cost**
Traffic Signals	31	$45,384
Street Lights	1,607	$24,105
Parking Lot Lights	119	$1,785
Park Lights	104	$1,560
USA Markings (24/month)	288/yr	$31,680

Year 1 - $179,304 (FY25/26), including unforeseen repair costs.

Docusign Envelope ID: 9180C9BB-A894-4944-BC71-66CC81C369AA

Year 2 - $164,083 (FY26/27), including 3% CPI.

Year 3 - $169,006 (FY27/28), including 3% CPI.

Year 4 - $174,076 (FY28/29), including 3% CPI.

Year 5 - $179,298 (FY29/30), including 3% CPI.

For a total agreement amount **not to exceed $865,767**, inclusive of all costs. Payment shall be based upon Town approval of each task.

*Total compensation includes an annual 3.0% CPI adjustment for Years 2-5.

2.7 Billing. Billing shall be monthly by invoice within thirty (30) days of the rendering of the service and shall be accompanied by a detailed explanation of the work performed by whom at what rate and on what date. Also, plans, specifications, documents or other pertinent materials shall be submitted for Town review, even if only in partial or draft form.

Payment shall be net thirty (30) days. All invoices and statements to the Town shall be addressed as follows:

Invoices:
Town of Los Gatos
Attn: Accounts Payable
P.O. Box 655
Los Gatos, CA 95031-0655
Email (preferred): AP@losgatosca.gov

2.8 Availability of Records. Service Provider shall maintain the records supporting this billing for not less than three years following completion of the work under this Agreement. Service Provider shall make these records available to authorized personnel of the Town at the Service Provider offices during business hours upon written request of the Town.

2.9 Assignability and Subcontracting. The services to be performed under this Agreement are unique and personal to the Service Provider. No portion of these services shall be assigned or subcontracted without the written consent of the Town.

2.10 Independent Contractor. It is understood that the Service Provider, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and not an agent or employee of the Town. As an independent contractor he/she shall not obtain any rights to retirement benefits or other benefits which accrue to Town employee(s). With prior written consent, the Service Provider may perform some obligations under this Agreement by subcontracting, but may not delegate ultimate responsibility for performance or assign or transfer interests under this Agreement. Service Provider agrees to testify in any litigation brought regarding the subject of the work to be

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performed under this Agreement. Service Provider shall be compensated for its costs and expenses in preparing for, traveling to, and testifying in such matters at its then current hourly rates of compensation, unless such litigation is brought by Service Provider or is based on allegations of Service Provider's negligent performance or wrongdoing.

2.11 Conflict of Interest. Service Provider understands that its professional responsibilities are solely to the Town. The Service Provider has and shall not obtain any holding or interest within the Town of Los Gatos. Service Provider has no business holdings or agreements with any individual member of the Staff or management of the Town or its representatives nor shall it enter into any such holdings or agreements. In addition, Service Provider warrants that it does not presently and shall not acquire any direct or indirect interest adverse to those of the Town in the subject of this Agreement, and it shall immediately disassociate itself from such an interest, should it discover it has done so and shall, at the Town's sole discretion, divest itself of such interest. Service Provider shall not knowingly and shall take reasonable steps to ensure that it does not employ a person having such an interest in this performance of this Agreement. If after employment of a person Service Provider discovers it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement Service Provider shall promptly notify Town of this employment relationship, and shall, at the Town's sole discretion, sever any such employment relationship.

2.12 Equal Employment Opportunity. Service Provider warrants that it is an equal opportunity employer and shall comply with applicable regulations governing equal employment opportunity. Neither Service Provider nor its subcontractors do and neither shall discriminate against persons employed or seeking employment with them on the basis of age, sex, color, race, marital status, sexual orientation, ancestry, physical or mental disability, national origin, religion, or medical condition, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment & Housing Act.

III. INSURANCE AND INDEMNIFICATION

3.1 Minimum Scope of Insurance:

i. Service Provider agrees to have and maintain, for the duration of the contract, General Liability insurance policies insuring him/her and his/her firm to an amount not less than: two million dollars ($2,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage.

ii. Service Provider agrees to have and maintain for the duration of the contract, an Automobile Liability insurance policy ensuring him/her and his/her staff to an amount not less than one million dollars ($1,000,000) combined single limit per accident for bodily injury and property damage.

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iii. Service Provider shall provide to the Town all certificates of insurance, with original endorsements effecting coverage. Service Provider agrees that all certificates and endorsements are to be received and approved by the Town before work commences.

General Liability:

i. The Town, its elected and appointed officials, employees, and agents are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Service Provider; products and completed operations of Service Provider, premises owned or used by the Service Provider.

ii. The Service Provider's insurance coverage shall be primary insurance as respects the Town, its elected and appointed officials, employees, and agents. Any insurance or self-insurances maintained by the Town, its officers, officials, employees or volunteers shall be excess of the Service Provider's insurance and shall not contribute with it.

iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town, its officers, officials, employees or volunteers.

iv. The Service Provider's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3.2 All Coverages. Each insurance policy required in this item shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Town. Current certification of such insurance shall be kept on file at all times during the term of this agreement with the Town Clerk.

3.3 Workers' Compensation. In addition to these policies, Service Provider shall have and maintain Workers' Compensation insurance as required by California law and shall provide evidence of such policy to the Town before beginning services under this Agreement. Further, Service Provider shall ensure that all subcontractors employed by Service Provider provide the required Workers' Compensation insurance for their respective employees. As required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than one million dollars ($1,000,000) per accident for bodily injury or disease.

3.4 Indemnification. The Service Provider shall save, keep, hold harmless and indemnify and defend the Town its elected and appointed officials, agents, employees, and volunteers from all damages, liabilities, penalties, costs, or expenses in law or equity that may at any time

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arise or be set up because of damages to property or personal injury received by reason of, or in the course of performing work which may be occasioned by a willful or negligent act or omissions of the Service Provider, or any of the Service Provider's officers, employees, or agents or any subcontractor.

IV. GENERAL TERMS

4.1 Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder, nor does waiver of a breach or default under this Agreement constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.

4.2 Governing Law. This Agreement, regardless of where executed, shall be governed by and construed to the laws of the State of California. Venue for any action regarding this Agreement shall be in the Superior Court of the County of Santa Clara.

4.3 Termination of Agreement. The Town and the Service Provider shall have the right to terminate this agreement with or without cause by giving not less than fifteen days (15) written notice of termination. In the event of termination, the Service Provider shall deliver to the Town all plans, files, documents, reports, performed to date by the Service Provider. In the event of such termination, Town shall pay Service Provider an amount that bears the same ratio to the maximum contract price as the work delivered to the Town bears to completed services contemplated under this Agreement, unless such termination is made for cause, in which event, compensation, if any, shall be adjusted in light of the particular facts and circumstances involved in such termination.

4.4 Prevailing Wages. This project is subject to the requirements of Section 1720 et seq. of the California Labor Code requiring the payment of prevailing wages, the training of apprentices and compliance with other applicable requirements. Contractors and all subcontractors who perform work on the project are required to comply with these requirements. Prevailing wages apply to all projects over $1,000 which are defined as a "public work" by the State of California. This includes: construction, demolition, repair, alteration, maintenance and the installation of photovoltaic systems under a Power Purchase Agreement when certain conditions are met under Labor Code Section 1720.6. This include service and warranty work on public buildings and structures.

4.4.1 The applicable California prevailing wage rate can be found at www.dir.ca.gov and are on file with the Town of Los Gatos Parks and Public Works Department, which shall be available to any interested party upon request. The contractor is also required to have a copy of the applicable wage determination posted and/or available at each jobsite.

4.4.2 Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified

Docusign Envelope ID: 9180C9BB-A894-4944-BC71-66CC81C369AA

payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime, weekend and holiday pay, and shift pay must be paid pursuant to applicable Labor Code section.

4.4.3 The public entity for which work is being performed or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to $200 per day per worker for each wage violations identified; $100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and $25 per day per worker for any overtime violation.

4.4.4 As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, the contractor agrees to present to the TOWN, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. The term "certified payroll" shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 et seq, as well as any additional documentation requested by the Agency or its designee including, but not limited to: certified payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.

4.4.5 In addition to submitting the certified payrolls and related documentation to the TOWN, the contractor and all subcontractors shall be required to submit certified payroll and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and final payment.

4.4.6 No contractor or subcontractor may be listed on a bid proposal for a public works project 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)].

4.4.7 No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors MUST be a registered "public works contractor" with the DIR AT THE TIME OF BID. Where the prime contract is less than $15,000 for maintenance work or less than $25,000 for construction alternation, demolition or repair work, registration is not required.

4.4.8 Should any contractor or subcontractors not be a registered public works contractor and perform work on the project, Contractor agrees to fully indemnify the TOWN for any fines assessed by the California Department of Industrial Relations against the TOWN for such violation, including all staff costs and attorney's fee relating to such fine.

Docusign Envelope ID: 9180C9BB-A894-4944-BC71-66CC81C369AA

4.4.9 The TOWN shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., the TOWN may continue to hold sufficient funds to cover estimated wages and penalties under the contract.

4.5 Amendment. No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by the Town and the Service Provider.

4.6 Disputes. In any dispute over any aspect of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, including costs of appeal.

4.7 Notices. Any notice required to be given shall be deemed to be duly and properly given if mailed postage prepaid, and addressed to:

Town of Los Gatos
Attn: Town Clerk
110 E. Main Street
Los Gatos, CA 95030

Bear Electrical Solutions, LLC
1252 State Street, PO Box 924
Alviso, CA 95002

or personally delivered to Service Provider to such address or such other address as Service Provider designates in writing to Town.

4.8 Order of Precedence. In the event of any conflict, contradiction, or ambiguity between the terms and conditions of this Agreement in respect of the Products or Services and any attachments to this Agreement, then the terms and conditions of this Agreement shall prevail over attachments or other writings.

4.9 Entire Agreement. This Agreement, including all Exhibits, constitutes the complete and exclusive statement of the Agreement between the Town and Service Provider. No terms, conditions, understandings or agreements purporting to modify or vary this Agreement, unless hereafter made in writing and signed by the party to be bound, shall be binding on either party.

Docusign Envelope ID: 9180C9BB-A894-4944-BC71-66CC81C369AA

IN WITNESS WHEREOF, the Town and Service Provider have executed this Agreement.

Town of Los Gatos by:

Signed by:
Chris Constantin 6/27/2025
3EF03FZ32F1B428...
Chris Constantin, Town Manager

Bear Electrical Solutions, LLC by:

Signed by:
Andrew Bader 6/23/2025
6EC6A965ED5F4BC...
Name and Title
Andrew Bader President

Recommended by:

Signed by:
Nicolle Burnham 2 6/24/2025
0E978313490 44C3...
Nicolle Burnham
Director of Parks and Public Works

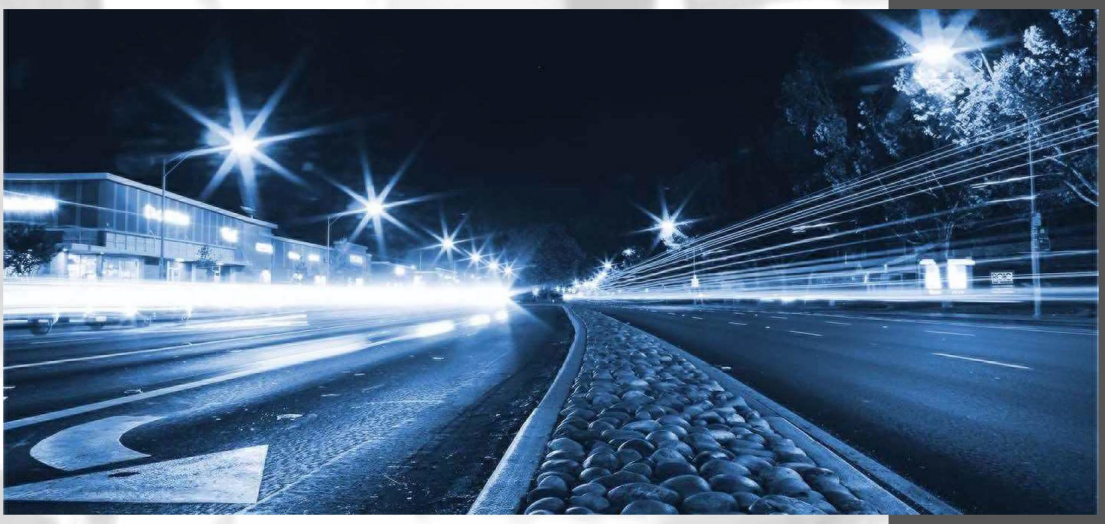
Approved as to Form:

Signed by:
Barbara Choi for Gabrielle Whelan 6/27/2025
4D749A214F7F427...
Barbara Choi signing on behalf of Gabrielle Whelan, Town Attorney

Attest:

Signed by:
Wendy Wood 6/27/2025
20A720C4AE6A4D9...
Wendy Wood, CMC, Town Clerk

Docusign Envelope ID: 9180C9BB-A894-4944-BC71-66CC81C369AA



Driving a Higher Standard

Bear Electrical Solutions LLC

April 18th 2025

Town of Los Gatos – Traffic Signal and Streetlight Maintenance and Repair, and USA Services

EXHIBIT A

Docusign Envelope ID: 9180C9BB-A894-4944-BC71-66CC81C369AA

TABLE OF CONTENTS



Section		Page
1.	Cover Letter	3
2.	Scope of Services / Work Plan	4
3.	Hourly Rates	11
4.	Relevant Experience	12
5.	Project Team & Main Contact	16
6.	Project Team Resumes	17
7.	Pricing – Submitted via Open.GOV	

Docusign Envelope ID: 9180C9BB-A894-4944-BC71-66CC81C369AA

April 18th , 2025

Town of Los Gatos – Parks and Public Works Department
41 Miles Avenue
Los Gatos, CA 95030
Attn: Mike Vroman, TE – Senior Traffic Engineer

RE: RFP Response for Traffic Signal and Streetlight Maintenance and Repair, and USA Services

Dear Mike Vroman and Evaluation Committee,

Bear Electrical Solutions, LLC (Bear) is pleased to submit our proposal to provide traffic signal and streetlight maintenance and repair services for the Town of Los Gatos. We understand that the Town has been served by St. Francis Electric for the past decade, and while we respect their history, we believe Bear offers a unique advantage through our local presence, community involvement, and unmatched responsiveness.

Bear is headquartered in **Alviso**, less than 20 miles from Los Gatos, making us the most geographically aligned electrical contractor for your needs. In contrast, St. Francis Electric is based in **San Leandro**, which often results in longer travel times, delayed emergency response, and limited community integration. Our close proximity allows us to respond faster, mobilize resources more efficiently, and maintain a stronger presence within the community.

More importantly, **several Bear employees—including members of our ownership team—live in or near Los Gatos and are actively involved in the local community.** We don't just work here; we call this area home. That local commitment translates to a heightened sense of accountability, personal pride in our work, and a deeper understanding of the Town's values and expectations. In contrast, our incumbent competitor has **no direct affiliation with the Town of Los Gatos or its residents**, which can impact service continuity and community trust.

Bear is a full-service electrical contractor founded in 2013, specializing in traffic signal systems, street lighting, and emergency on-call services. We currently support more than 100 public agencies throughout California and are known for our responsiveness, expertise, and partnership-based approach with agencies just like yours.

This proposal outlines our comprehensive understanding of the Town's needs and highlights the strengths that set us apart:

- **Proximity & Responsiveness –** Located in Alviso with more than 45 qualified employees living in the Bay Area, we are well-positioned to provide consistent, on-time, and rapid-response maintenance services.
- **Deep Local Roots –** Our leadership and staff live and work in the community—bringing personal investment and local knowledge to every project.
- **Experienced & Dedicated Team –** Our executive, project, and field teams bring decades of combined experience supporting public agencies with traffic signal operations and maintenance.
- **Proactive, Collaborative Approach –** We operate as an extension of Town staff—offering guidance, innovation, and practical solutions tailored to each agency we serve.
- **Independent In-House Laboratory –** Bear maintains an off-site facility for cabinet and controller certifications and can provide training for Town staff at this location.
- **Outstanding Safety Record –** Bear has never received an OSHA violation and maintains a sub-0.65 EMR, reflecting our strong commitment to workplace safety.
- **PG&E Gold Shovel Certified** – We are authorized to coordinate and perform electrical work involving utility infrastructure, offering seamless support for related systems.

We welcome the opportunity to bring our locally rooted team, proven track record, and community-focused service model to the Town of Los Gatos. I am an authorized representative of Bear Electrical Solutions and am available at your convenience to answer questions or further discuss this proposal.

Thank you for your time and consideration.
Regards,
Bear Electrical Solutions, LLC

Robert Asuncion, TE robert@bear-electrical.com
Vice President

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2. SCOPE OF SERVICES / WORK PLAN

Scope of Services
Bear Electrical Solutions shall provide comprehensive field maintenance, repair, and Underground Service Alert (USA) marking services for the Town of Los Gatos. Services will be performed by qualified personnel and include the following components:

1. Streetlight Maintenance

- Maintain approximately 1,607 Town-owned streetlights in safe, operable condition.
- Respond to outages, missing tags, and hazardous conditions within five (5) working days; pedestrian crosswalks require next-day response.
- Provide monthly reports and log all service activities using Town-approved forms.
- Tag poles, inspect for hazards (e.g., missing hand hole covers), and report to Town staff.
- Verify inventory accuracy and update records as necessary.

2. Parking Lot Lighting

- Maintain 119 lights in various Town parking lots including pole-mounted, bollard, and wall-mounted fixtures.
- Respond to outages and hazards within five (5) working days; full lot outages require next-day repair.
- Perform monthly night checks of designated lots and streets and report findings.

3. Public Park Lighting

- Maintain ~104 lights in Town parks.
- Respond to park-wide outages by next day; other repairs within five (5) working days.
- Conduct biannual night checks and submit reports with identified issues and completion confirmations.

4. Traffic Signal Maintenance

- Provide monthly preventative maintenance for 31 signalized intersections.
- Maintain, test, and repair Econolite Cobalt controllers, video detection systems, preemption devices, inductive loops, communication infrastructure (fiber/twisted pair), and controller cabinets.
- Conduct annual conflict monitor testing with triplicate reporting (cabinet, contractor office, and Town).
- Provide temporary signal equipment as needed at no additional charge.

5. Emergency Services

- Maintain 24/7 emergency response capability with a one-hour maximum response time.
- Restore operation following knockdowns, loss of indication, or severe damage.
- Failure to meet response times will incur liquidated damages.

Docusign Envelope ID: 9180C9BB-A894-4944-BC71-66CC81C369AA

Scope of Services (continued)

6. USA (Underground Service Alert) Marking

- Perform locating and marking of Town-owned circuits, including lighting and traffic signal infrastructure, upon USA ticket notification.
- Maintain complete and accurate records of all tickets and mark-outs performed.

7. Extra Work

- Perform additional work (e.g., new installations, major repairs) upon prior written authorization from the Town.
- Extra work will be compensated based on agreed labor rates, equipment rates, and material markups.

8. Reporting and Documentation

- Submit monthly electronic maintenance activity reports in Excel format.
- Maintain logs at each intersection and service cabinet, documenting inspections, repairs, callouts, and technician details.
- Provide summaries of outstanding repairs and warranty-covered items.

9. Shop and Equipment Requirements

- Maintain a fully equipped local shop with inventory and testing capability per Caltrans and Town specs.
- Provide all necessary equipment including a 40-foot hydraulic bucket truck, communication devices, and signal testing tools.

Work Plan and Approach

Bear Electrical Solutions proposes a proactive, well-resourced, and locally managed work plan to address the comprehensive needs of the Town of Los Gatos for traffic signal, streetlight, and USA marking services. Our approach integrates preventive maintenance, rapid response, system reliability, and clear documentation—ensuring safe, efficient, and responsive service delivery.

1. Program Mobilization

- **Kick-off Meeting:** Initiate within 2 weeks of Notice to Proceed with Town representatives.
- **Inventory Validation:** Field-verify streetlights, traffic signals, and park/lot lights within 30 days of contract start, as required.
- **Database Integration:** Upload assets into our CMMS platform to streamline tracking and reporting.

2. Streetlight, Park, and Parking Lot Maintenance

- **Routine Maintenance:** All reported outages addressed within 5 working days; crosswalk-related outages repaired before dark the next day.
- **Emergency Repairs:** Response within 2 hours for exposed conductors or hazardous conditions.

Docusign Envelope ID: 9180C9BB-A894-4944-BC71-66CC81C369AA

2. SCOPE OF SERVICES / WORK PLAN (CONT)

BEAR

Work Plan and Approach (continued)

2. Streetlight, Park, and Parking Lot Maintenance (cont)

- **Night Inspections:**
  - **Monthly** for parking lots and key corridors (e.g., Main St, Blossom Hill, Santa Cruz Ave).
  - **Biannually** for public parks.
- **Documentation:** Use of Town's Service Form (Attachment D) for all lighting repairs; monthly reports submitted electronically.

3. Traffic Signal Maintenance

- **Monthly Preventive Maintenance:** Inspections completed on a set schedule per Attachment E & F. Includes checks of Econolite Cobalt controllers, LED modules, cabinet fans, push buttons, and communications.
- **Conflict Monitor Testing:** Annual test conducted per intersection; 3 copies of results stored and shared.
- **Emergency Response:** Within 1 hour of notification for knockdowns, signal failure, or malfunctions.
- **Temporary Equipment:** Maintain in-stock spares of controllers, preemption units, and LED modules to ensure uninterrupted operation.

4. USA Marking Services

- **USA Ticket Management:** All marking services for Town-owned electrical and signal circuits performed promptly in accordance with regulations.
- **Tracking:** Maintain log of USA tickets, response times, and marking status; submitted monthly.

5. Communication & Documentation

- **24/7 Response Center:** Dedicated dispatch line with backup communications and instant two-way communication to field staff.
- **Reporting Tools:** All activities logged in our maintenance system, with exports formatted per Town requirements.
- **Monthly Reports:** Include activity logs, maintenance summaries, and outstanding issues.

6. Emergency & On-Call Support

- **Response Time:** One-hour maximum for traffic emergencies; verified and documented via system timestamps.
- **Coordination with Agencies:** Work with Town, CHP, and utility providers as necessary; notify Town upon dispatch and resolution.
- **Follow-Up Repairs:** Permanent repairs proposed within 7 days of emergency response.

Docusign Envelope ID: 9180C9BB-A894-4944-BC71-66CC81C369AA

Work Plan and Approach (continued)

7. Extra Work and Upgrades

- **Scope Expansion:** Install or upgrade devices upon Town request; no work performed without prior written authorization.
- **Pricing Transparency:** Provide itemized cost proposals with labor, materials, and equipment pricing.
- **Technology Support:** Include design and installation of new LED systems, communications, or video detection enhancements as needed.

8. Quality Assurance & Meetings

- **Monthly Coordination:** Attend scheduled reviews with Town staff to go over maintenance logs, performance metrics, and outstanding repairs.
- **On-Demand Consultation:** Provide no-cost consultation for equipment recommendations or troubleshooting.
- **Staff Qualifications:** All assigned personnel meet or exceed five years' field experience; specialists in lighting and traffic systems.

9. Safety and Traffic Control

- **Setup Compliance:** All field operations performed with MUTCD-compliant traffic control setups.
- **Night Work Readiness:** Bucket trucks and tools equipped for safe night operations.

Docusign Envelope ID: 9180C9BB-A894-4944-BC71-66CC81C369AA

Method of Approach

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

1. Communication

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

2. Allocation of Resources

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

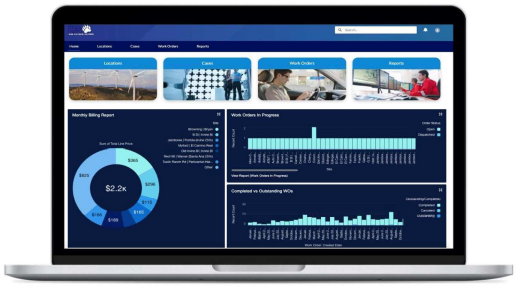
3. Additional In-House Services

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

Docusign Envelope ID: 9180C9BB-A894-4944-BC71-66CC81C369AA

Communication and Reporting

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



Communication Support Plan

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

Communication Feedback

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

Docusign Envelope ID: 9180C9BB-A894-4944-BC71-66CC81C369AA

2. SCOPE OF SERVICES / WORK PLAN (CONT)

Unlike other providers, Bear Electrical Solutions is uniquely positioned to serve the Town of Los Gatos thanks to our close proximity and strong local ties—factors that directly enhance our ability to meet and exceed project timelines. Our headquarters is located nearby in Alviso, which allows us to respond quickly and efficiently to service requests. Furthermore, several members of our management and field teams live in or around Los Gatos, deepening our connection to the community and reinforcing our commitment to maintaining its infrastructure with care and urgency.

The table below highlight Bear's committed response times for both routine maintenance and emergency work. We regularly outperform the Town's service expectations, providing 24-hour response for standard requests and ensuring on-site arrival within one (1) hour for critical issues. Our proximity and local investment translate into faster service, operational efficiencies, and long-term cost savings for the Town.

Base Maintenance

Work Type	Contract Required Response Time	Bear Committed Response Time
Traffic Signal Maintenance	Monthly by end of month	Monthly – no less than 3 weeks from previous service
Any traffic signal device malfunction, failure, loss of indication, construction damage, or any emergency traffic signal call.	1 Hour	Not greater than 1 hour on-site - 24/7/365
All Reported Inoperable Streetlights	Shall be serviced and repaired within five (5) working days or less.	Shall be serviced by end of the work week.
When the inoperable streetlights are reported for a pedestrian crosswalk.	Shall be repaired before dark of the next day.	Same day response
When the reported conditions require immediate attention, such as exposed hot conductors.	Shall be repaired or temporarily repaired within two hours from receiving the notice.	Not greater than 1 hour on-site and area is deemed safe – 24/7/365.
All reported inoperable parking lot lights	Shall be serviced and repaired within five (5) working days or less.	Shall be serviced by end of the work week.
When the inoperable lights are reported for an entire parking lot.	Shall be repaired before dark of the next day.	Same day response

Docusign Envelope ID: 9180C9BB-A894-4944-BC71-66CC81C369AA

3. HOURLY RATES

The following table outlines our hourly rates for labor and equipment used in extraordinary work and emergency maintenance response services.

Labor Rates for Extra or Emergency Work, As Required	Straight Time	Over Time	Double Time
Journeyman Electrician (Foreman)	$ 195.00	$ 250.00	$ 305.00
Journeyman Electrician	$ 185.00	$ 240.00	$ 295.00
Heavy Equipment Operator	$ 155.00	$ 195.00	$ 245.00
Laborer	$ 105.00	$ 130.00	$ 155.00
Network Engineer	$ 185.00	$ 240.00	$ 295.00
Licensed Traffic Engineer	$ 145.00	$ 200.00	$ 250.00

Equipment Rates for Extra Work	Per Hour
Bucket Truck	$ 35.00
Crane	$ 65.00
Air Compressor	$ 25.00
Vactor	$ 45.00
Dump Truck	$ 45.00

Docusign Envelope ID: 9180C9BB-A894-4944-BC71-66CC81C369AA

4. RELEVANT EXPERIENCE

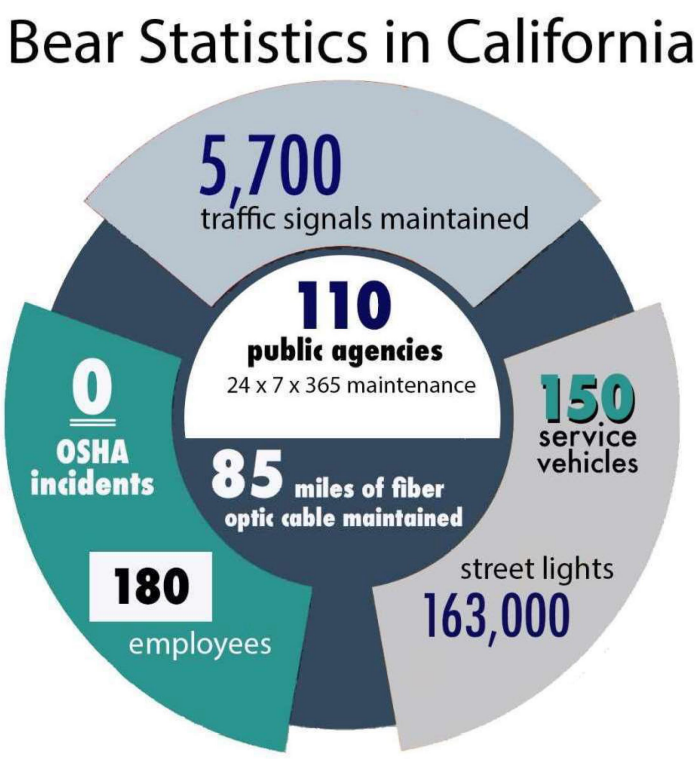
About Bear

Bear Electrical Solutions, LLC (Bear) is a privately held limited liability company established in January 2013. It operates as a subsidiary of **GreenArrow**, a multi-state holding company with more than 500 employees across California, Pennsylvania, Indiana, and Illinois. Bear employs 180 team members, including 81 based at our Alviso, California headquarters - with average employee tenure of 6.45 years, reflecting our strong retention and experienced workforce.

Founded by **Robert Asuncion** and **Andrew Bader**, both of whom are based in the South Bay Area, the company benefits from active ownership—Robert serves as Bear's Traffic Engineer, while Andrew oversees financial operations as President and Chief Financial Officer.

Bear was established with a clear mission: ***To become the trusted leader in transportation electrical services.*** Our steady growth reflects our commitment to delivering on our promises and earning the ongoing trust of our clients.

Today, Bear is uniquely positioned to provide the personalized service of a local firm with the financial backing and operational stability of a larger enterprise—making us an ideal partner for public agencies of all sizes.



The Perfect Combination:

1. **Unlimited resources**
Bear typically has on-hand the materials, equipment and personnel at one of our regional offices to support any size maintenance program. To help mitigate any risk for our agency customers, we also have access to unlimited capital through our larger holding company. Unlimited resources and powerful buying power have made Bear one of the most stable and viable long-term partners in the industry.

2. **Local support with autonomy – Tailored for Los Gatos**
With more than 25 years of experience supporting public agencies, we understand that each community has its own operational priorities and maintenance challenges. That's why our company is structured around autonomous regional offices led by local staff who build strong, responsive relationships with the agencies they serve. In the Town of Los Gatos, we've delivered a range of electrical services—including traffic signal maintenance, streetlighting, and ad-hoc electrical work—providing us with firsthand knowledge of the Town's infrastructure and a clear understanding of what works best for its systems and community expectations.

3. **Extending your team knowledge:**
Our diverse team has the largest breadth of skills in the industry (from traffic engineers to financial experts and construction management). In addition, we work across our network of seven offices in different states to ensure that we bring the latest trends and solutions to our customers. Our goal is to act as an extension of your team and help drive continuous improvement in your programs.

Docusign Envelope ID: 9180C9BB-A894-4944-BC71-66CC81C369AA

4. RELEVANT EXPERIENCE (CONT)

Industry Qualifications

Bear Electrical is qualified to meet and exceed the requirements outlined by the Town of Los Gatos:

- A — **Class A –** General Engineering
- C-10 — **Class C-10 –** Electrical
- C-31 — **Class C-31 –** Work Zone Traffic Control
- D-31 — **Class D-31 –** Pole Installation and Maintenance



Certifications and affiliations

- Signatory to the International Brotherhood of Electrical Workers (IBEW), Laborers, Low Voltage, and Operators Union(s)
- Department of Industrial Relations (DIR) Certified & Registered (#1000002158)
- Pacific Gas & Electric approved electrical contractor
- United Contractors Association Member (UCON)
- CCNA-certified
- Maintenance Superintendant Association (MSA) Sponsor
- National Association of Women in Construction (NAWIC) Member / Sponsor
- Institute of Traffic Engineer (ITE) Member / Sponsor
- International Municipal Signal Association – various certifications (employee certifications)



Docusign Envelope ID: 9180C9BB-A894-4944-BC71-66CC81C369AA

4. RELEVANT EXPERIENCE (CONT)

Company Vehicles, Equipment, and Stock Inventory

Bear owns and operates a $9M fleet comprised of bucket, utility, and crane trucks. Bear also maintains an inventory of necessary traffic control equipment, such as construction area signs, cones, and message signs, to facilitate our traffic control work.

Regarding stock inventory for our maintenance business – we maintain a stock level of over $2M of traffic signal and streetlight material between all our regional offices.

Below is an equipment and inventory breakout demonstrating our company's equipment readiness available for this project.



Regional Office	Bucket Truck	Dump Truck	Utility Trucks /Flat Bed	Van/Pick Up Trucks	Crane Trucks	Loop Truck
Anaheim	13	0	1	6	1	0
SF Bay Area	17	8	6	24	2	1
Sacramento	13	2	8	2	0	1
Totals	**43**	**10**	**15**	**32**	**3**	**2**

Shared Regional Resources (Construction Equipment)

	Qty	Description	Qty	Description
Heavy Equipment	10	Arrowboard 2021	1	2018 Water Buffalo
	8	2014 Atlas Copco XAS 185	1	2013 Magnum Light Tower
	3	SS125 DIESEL MELTER R-AB- crafco	1	SLABACH I-85 REEL TRAILER
	6	Bobcat E35 Mini-Ex	1	BOBCAT 753
	2	2021 BOBCAT E32	1	2019 Caterpillar 246D Skid Steer and Attachments
	3	DITCH WITCH JT20 DRILL	1	2016 CAT 246D SKID STEER
	12	2022 Tow Master T20D TRAILER	1	2023 CAT Trackloader 279D3
	3	2021 Vermeer Vactron	5	2018 BIGT UTILITY TRAILER
	4	Carson Trailer - wire trailer	2	2018 Vermeer Vactron
	Various	Traffic Control Equipment - Cones, Signs, Etc.		

Docusign Envelope ID: 9180C9BB-A894-4944-BC71-66CC81C369AA



The City of San Jose

200 E. Santa Clara St, San Jose, CA 95113

The City of San Jose ranks 12th largest in the Country with a population of close to a million. The City has over 920 traffic signals and 62,000 streetlights. Bear currently provides 24/7/365 on-call traffic signal maintenance services. These services include knockdown response, repair, and ad-hoc electrical. Additional contract work involves on-call fiber communication maintenance. Bear has installed over 500 video detection systems for the City.

Reference Contact: Randy Griffith, Electrical Supervisor, (510) 828-3099

The City of Santa Clara

1500 Warbarton Ave., Santa Clara, CA 95050

Bear Electrical has been providing traffic signal maintenance under an all-inclusive contract to the City of Santa Clara for the past 4 years. Bear currently maintains 98 traffic signals with routine maintenance as well as 24/7/365 emergency response

Reference Contact: Joel Roque, Associate Engineer, (408) 615-3029





The City of Mountain View

500 Castro St., Mountain View, CA 94041

The City of Mountain View is a community located in the heart of Silicon Valley, with a population of approximately 82,000. The City maintains over 120 traffic signals and more than 7,000 streetlights. Bear currently provides 24/7/365 on-call traffic signal maintenance services, including knockdown response, signal repairs, and ad-hoc electrical work. Additional contract services include on-call maintenance and troubleshooting of the City's fiber communication network.

Reference Contact: Darwin Galang, Associate Civil Engineer, (650)903-6311 x 6005

The City of Fremont - 39550 Liberty St., Fremont, CA 95438

Bear Electrical has been providing traffic signal and lighting maintenance under an all-inclusive contract to the City of Fremont for the past 11 years. As a progressive city, Fremont is continually working to implement new technologies that ease traffic and congestion, while increasing safety. With 173 traffic signals and 20,000 streetlights, Bear provides all-inclusive services for traffic signal and streetlight maintenance, parks, and sports lighting facilities. Also included is 24/7/365 emergency response, preventative maintenance, & ad hoc electrical improvements.



Reference Contact: Victoria Walker, Associate Engineer, (510) 494-4756-3029

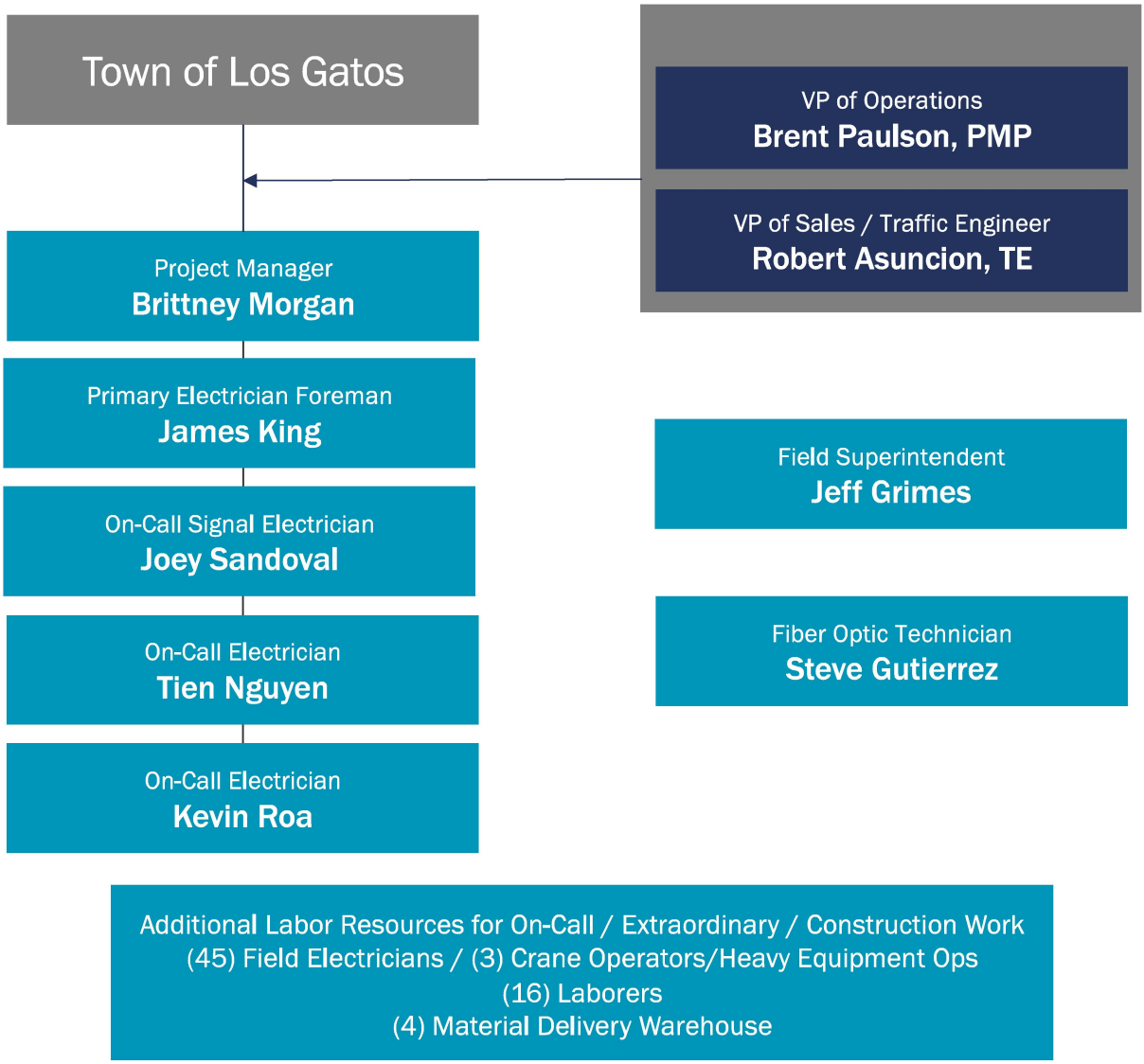
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5. PROJECT TEAM AND MAIN CONTACT

Team & Experience

Through our experience we have found that a maintenance and repair services agreement has a vast diversity of scope that is not always linear. To manage the urgency and diversity of such work, we have a core group of competent team members dedicated to the Town as well as a large team of qualified and diverse individuals that can be leveraged at any anytime based upon demand or the specifics of expertise.

The main project contact for the Town will be Project Manager, Brittney Morgan. She will coordinate all project deliverables with the Town as well as maintain a regular cadence of meetings with the Town ensuring project alignment and effective communication.



Docusign Envelope ID: 9180C9BB-A894-4944-BC71-66CC81C369AA

Brittney Morgan



Project Manager

Brittney is a dynamic and results-driven project manager with proven ability to lead teams, coordinate subcontractors, and drive projects to successful completion. She brings a unique combination of tenacity and clear, effective communication to every project – ensuring stakeholders are aligned and deliverables are met on time and within scope. Brittney is experienced in managing traffic signal maintenance-based contracts for over five (5) years ranging from small to large cities throughout the Bay Area.

Experience

Project Manager
Bear Electrical Solutions, LLC | 2020-present | Alviso, CA

- Forward-facing maintenance account representative for various public agency clients. Very client relationship focused.
- Responsible for project communications, material procurement, estimating and proposal development
- Procurement specialist with multiple vendor relationships in the traffic signal, ITS, and streetlighting business
- City/County permitting
- Responsible for construction/maintenance projects ranging from $500- $1M.

Area Sales Manager
Power Crunch| 2019-2020 | Alviso, CA

- Oversight of sales operations for large regional areas.
- Conducted market research and competitive analysis to identify trends, customer needs, and business expansion.
- Fostered strong relationships with key clients and partners, negotiating contracts and resolving issues to ensure long-term satisfaction.

Additional Skills

BA Communications – Professional Public & Organizational Communications (2012)
Permit Work and Permit Coordination
Computer – Email, MS Office
Purchasing, Tracking, Vendor Relations

Docusign Envelope ID: 9180C9BB-A894-4944-BC71-66CC81C369AA

James King



Foreman Electrician / Laboratory Manager

With over 25 years of experience in electrical maintenance and construction, James has successfully delivered a wide range of transportation-related projects throughout the Bay Area, including traffic signal installations, system upgrades, roadway lighting, and fiber optic communications—most notably in cities like Los Gatos. His expertise spans both routine maintenance and complex infrastructure improvements, giving him a comprehensive understanding of public works operations and industry standards. In addition to self-performing specialized field work, James is a respected leader who mentors and trains new employees, fostering a skilled and safety-focused workforce.

Experience

Field Foreman / Electrician / Lab Manager
Bear Electrical Solutions, LLC | 2013 | Alviso, CA

- Working field foreman responsible both training and mentoring younger electrician.
- Over two decades of traffic signal system installation and maintenance experience, including ITS, fiber optic, and underground repair.
- Experienced in construction and maintenance of traffic signal systems including new ITS technologies.
- Certified bench tester of controller and cabinet assemblies.

Electrician
Siemens / Republic ITS | 2004-2013 | Fremont, CA

- Traffic Signal, Streetlight Maintenance and Construction
- Emergency Response

Certifications	Licenses
IMSA - Work Zone Safety IMSA - Traffic Signals Field Electrician I/II OSHA Training & Heavy Equipment Operator FOA Certified Fiber Optic Technician Certified Cable Splicing and Terminating for	State of California General Electrician #E119642-G State of California Contractor License (C-10, C-31) - #982079 IBEW Union Member

Docusign Envelope ID: 9180C9BB-A894-4944-BC71-66CC81C369AA

Tien Nguyen

Traffic Signal and Streetlight Electrician

Mr. Nguyen has over 24 years of field experience as a commercial, residential, and industrial electrician. He is experienced in traffic signal, streetlighting, installation, maintenance, and troubleshooting. Additionally, he is experienced with SCADA, fiber optic installation, and security camera networking. Tien has completed some high visibility projects, such as switchgear replacement for the Bay Area bridges for Caltrans and signal work for VTA.

Experience

Electrician
Bear Electrical Solutions, LLC | 2020-present | Alviso, CA

As field electrician for the Bear Electrical – SF Bay Area operations, Mr. Nguyen performs construction and specialty work such as crane, fiber optic, and medium voltage works.

Electrician
Rays Electric. | 2019-2020 | Oakland, CA

Traffic Signal, RRFB, Highway Lighting Construction

Electrician
NorCal General Construction. | 2014-2019 | San Jose, CA

Commercial and Industrial Electrical

Electrician
All Bay Electric | 2016-2016 | Brentwood, CA

Industrial Electrical

Electrician
Amland | 2003-2013 | San Jose, CA

Certifications	Licenses
IMSA - Work Zone Safety IMSA - Traffic Signals Field Electrician I/II OSHA Training & Heavy Equipment Operator FOA Certified Fiber Optic Technician Certified Cable Splicing and Terminating for Medium Voltage & CIC Crane Certificate Certificate of Electrical Safety for Industrial	State of California General Electrician #E158856 IBEW Union Member

Docusign Envelope ID: 9180C9BB-A894-4944-BC71-66CC81C369AA

Joey T. Sandoval

Field Electrician

With over a decade of hands-on experience in the electrical field, Joey brings deep expertise in both traffic signal systems and commercial electrical installations. As a lifelong resident of San Jose, he has an in-depth understanding of the region's infrastructure and has successfully completed a wide range of projects throughout the area. Joey is known for his reliability, technical proficiency, and strong commitment to safety and quality. His familiarity with local agency standards and his ability to adapt to dynamic field conditions make him a valuable asset on any job site.

Experience

Electrician
Bear Electrical Solutions, LLC | 2023-present | Alviso, CA

- Maintenance and On-Call Repair
- ITS installation and deployment
- Emergency Response

Electrician
CSI Electrical Contractors | 2021-2023 | San Jose, CA

- Off-site electrical including lighting installation, new builds and retrofits
- Commercial, hospital electrical projects, medium voltage work

Electrician
Rosendin Electric | 2019-2021 | San Jose, CA

- Commercial and Industrial Electrical
- Caltrans and Public Works Construction focused on electrical
- Motor Controls

Fiber Technician/Fiber Splicer
Cal Coast Telecom | 2015-2016 | San Jose, CA

- Fiber Splicer for telecom projects
- Low voltage installation

Certifications	Licenses
IMSA Traffic Signal Field Electrician Level I/II OSHA Training FOA Certified Fiber Optic Technician Corning Optical Fiber Certified CAD Welding Cert. for Grounding and Bonding	California State Certified – Provisioned IBEW Graduate

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Kevin Roa



Electrician

With over nine (9) years of experience as traffic signal/streetlight electrician, Kevin has established himself as dedicated and knowledgeable within the industry, specializing in on-call traffic signal and streetlight maintenance. Fully trained in all aspects of traffic signal and ITS troubleshooting, new installations, and modifications.

Experience

Electrician
Bear Electrical Solutions, LLC | 2015-present | Alviso, CA

- Dedicated traffic signal and streetlight routine, response, and emergency response services.
- Trained and certified in various ITS technologies and platforms (such as 2070/170/NEMA, TS1-TS2, legacy non-NEMA PLC.)
- Ensure maintenance contract compliance with agency requirements for field work.

Investigative Aide
Monterey County District Attorney| 2013-2014 | Salinas, CA

- Under direction of District Attorney provided information and communication support relating with criminal investigation cases.
- Independently contacted case requesters to obtain additional information.

Certifications	Licenses and Education
OSHA 30 IMSA Traffic Signal Bench Level III IMSA Traffic Signal Field Level III IMSA Work Zone Traffic Control Technician CPR/AED	BS Degree – Criminal Justice Minor – Information Technology

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Steve Gutierrez



Fiber Technician Foreman

With over two decades of experience in the telecommunications industry, Steve specializes in fiber optics technology, leveraging extensive training and hands-on expertise to deliver efficient and safe performance. Steve is proficient in evaluating and troubleshooting complex fiber optic systems while ensuring timely and effective resolutions to technical challenges. Driven by a passion for excellence, Steve thrives in dynamic environments, embrace new challenges, and continually seek opportunities to enhance his knowledge and skills in advanced telecommunications technologies.

Experience

Field Fiber Technician Foreman
Bear Electrical Solutions, LLC | 2022-Present | Alviso, CA

Field foreman leading crews in the installation of new fiber plants.
Performs troubleshooting, repair, and testing and commissioning of fiber communication networks.
Projects involve Public Works, commercial, industrial, and public safety critical infrastructure.
Splicing, power meter testing, pulling and running Cat 6 and Fiber.

Fiber Technician
Cupertino Electric, Inc | 2019-2022 | Santa Clara, CA

Data Closet Build-Outs, Access Control Installation
Fire Alarm Wiring
Fiber Optic installation in commercial, industrial, and public safety infrastructure

Premise Technician / Construction Splicer
AT&T | 2007-2019 | Santa Clara, CA

Installation of Fiber Optic for U-Verse, Direct TV systems
Wiring of home with low voltage, fiber optic, satellite and troubleshooting.
Splicing, Cable conditioning/placement, pole climbing & repairs
Building phone rooms, utility work

Certifications	Skills & Abilities
Applied Professional Training FCC License Fiber Optic Communication DTSAT Data Communication& Network Cisco Networking Fundamentals	Electrical/Low Voltage Critical Infrastructure Maintenance Fiber / Copper Running, Installation, and Repair Pole / Ladder Climbing Manhole / Pole Climbing Union Steward Training

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Jeff Grimes



Field Superintendent

As Field Superintendent, Jeff brings 32 years of experience in traffic signal and electrical maintenance and construction, with a proven ability to manage personnel, materials, and equipment logistics on complex infrastructure projects. He works closely with project managers to ensure deliverables are met with precision, proactively addressing challenges to maintain project timelines and quality. Jeff also oversees team training, safety compliance, and technical execution, drawing on his in-depth knowledge of electrical systems, traffic signal operations, and industry standards. His leadership and field expertise make him a key contributor to successful project outcomes.

Experience

Regional Field Superintendent
Bear Electrical Solutions, LLC | 2017-present | Alviso, CA

- Maintain day to day operations in the field
- Oversee manpower for all projects
- Make sure all safety protocols are followed and in compliance

Foreman Electrician
Tennyson Electric Inc. | 2010-2017 | San Jose, CA

- Street Lighting, Traffic Signals
- Cal-Trans Spec Splicing for outside
- Blueprint Reading
- Circulatory and Underground Layout

Apprentice to Foreman Electrician
BC Electric | 1992-2010 | San Jose, CA

- Commercial and Industrial Electrical
- Circuit Layout
- Motor Controls
- Lighting Control Blueprint Reading
- Conduit Bending
- Panel Termination & Main Gear Installation

Certifications & Licenses

OSHA 30
State of California General Electrician #E-112734G
IBEW Union Member

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Brent Paulson



Vice President of Operations

As the Vice President of Operations for Bear Electrical Brent ensures all project resources – personnel, material, and equipment – are in place and operating as desired from a Company and customer perspective. As a previous electrician and project manager, Brent Paulson provides high-level oversight to our company's operations team, ensuring that internal and external customer expectations are met. Under Brent's leadership, the company has continued to grow and expand, delivering on Bear's promises and values to its clients.

Experience

Project Manager
Bear Electrical Solutions, LLC | 2013-present | Alviso, CA

As a project manager for Bear Electrical, Brent leads a project management team that is responsible for the maintenance and service of approximately 2,000 signals and 120,000 streetlights for various agencies in the San Francisco Bay Area. His team also specializes in ITS deployment and SMART City projects.

Electrician
Siemens/ Republic ITS | 2007-2013 | Fremont, CA

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

Certifications	Licenses
IMSA - Work Zone Safety IMSA - Traffic Signals Field Electrician I/II/III IMSA – Traffic Signals Bench I/II OSHA 30 Certified IBEW Apprenticeship Graduate NECA Accredited and Certified PM Project Management Professional (PMP)	State of California General Electrician #E-155344-G Project Management Professional (PMP)

Docusign Envelope ID: 9180C9BB-A894-4944-BC71-66CC81C369AA

Robert Asuncion



Company Principal / Traffic Engineer

Robert can provide on-call traffic engineering support should the Town require ad-hoc consulting. Starting his career in the public sector and later forming a business focused on meeting the needs of cities, Robert provides expertise and insights on best maintenance practices while ensuring technical compliance.

Experience

Co-Founder and Vice-President
Bear Electrical Solutions, LLC | 2013-present | Alviso, CA

- Co-founded business from scratch and grew operations from 2 employees to over 145 employees statewide.
- Provides traffic signal maintenance expertise;
- Business development.

Regional Manager
Siemens/ Republic ITS | 2004-2012 | Fremont, CA

- Responsible for P&L activities for the SF Bay Area regional office with annual revenues of over $40M per year;
- Cost estimating;
- Provided on-call traffic engineering consultation for various public agency clients.

Associate Transportation Engineer
City of Fremont | 1999-2004 | Fremont, CA

- Citizen respondent to all traffic engineering-related inquiries;
- Responsible for traffic signal operations & red light-camera program for a City with over 200k population.

Certifications	Licenses
IMSA - Work Zone Safety IMSA - Traffic Signals Field Electrician I/II/III IMSA – Traffic Signals Bench I/II Bachelors in Civil Engineering	State of California Professional Engineer in Traffic Engineering (No. TR 2156) State of California Contractor License - Class A General Engineering (No. 982079) State of Nevada Contractor License – Class A General Engineering (No. 0090133)

Docusign Envelope ID: 9180C9BB-A894-4944-BC71-66CC81C369AA

PRICING

Line Item	Description	Quantity	Unit of Measure	Unit Cost
1	Streetlight Maintenance & Repair Flat Rate per streetlight	1	Each	$1.25
2	Traffic Signal Preventative Maintenance & Repair Flat Rate per intersection	1	Each	$122.00
3	Parking Lot Light Maintenance & Repair Flat Rate per light	1	Each	$1.25
4	Lights in Public Parks Maintenance & Repair Flat Rate per light	1	Each	$1.25
5	USA Locating & Marking Flat Rate	1	Per Ticket	$110.00
	Total			$235.75

Line Item	Description	Quantity	Unit of Measure	Unit Cost
6	Install Town Standard LED light fixture (non-decorative)	1	Each	$1,285.00
7	Install Town furnished LED light fixture	1	Each	$200.00
8	Install light pole with arm on existing foundation – Octaflute pole	1	Each	$6,460.00
9	Install light pole with arm on existing foundation – Type 15 pole	1	Each	$5,970.00
10	Install light pole with Town furnished arm on existing foundation - Octaflute pole	1	Each	$5,720.00
11	Install light pole with Town furnished arm on existing foundation – Type 15 pole	1	Each	$2,340.00
12	Construct light pole foundation and restore affected sidewalk	1	Each	$2,170.00
13	Construct light pole foundation and restore affected area (no sidewalk)	1	Each	$4,520.00
14	Install Town furnished light pole and arm	1	Each	$2,485.00
15	Install luminaire arm on existing Octaflute pole	1	Each	$1,580.00
16	Install luminaire arm on existing Type 15 pole	1	Each	$1,450.00
17	Install Town furnished luminaire arm	1	Each	$620.00
18	Install pull box (#3 ½) and restore affected sidewalk	1	Each	$1,780.00

Docusign Envelope ID: 9180C9BB-A894-4944-BC71-66CC81C369AA

19	Install pull box (#3 ½) and restore affected area (no sidewalk)	1	Each	$1,450.00
20	Construct new foundation, installation of 1B Pole on new foundation and restore affected sidewalk	1	Each	$4,125.00
21	Construct new foundation, installation ofInstallation of 1B Pole on new foundation and restore affected area (no sidewalk)	1	Each	$3,615.00
22	Installation of 1B Pole on existing foundation	1	Each	$2,075.00
23	Construct new foundation, installation of PPB post with ADA push button assembly on new foundation	1	Each	$2,845.00
24	Installation of PPB post with ADA push button assembly on existing foundation	1	Each	$1,900.00
25	Installation of inductive loops 6'x6' Type A, B, D, E, and Q per loop	1	Each	$750.00
26	Installation of inductive 2'x6' Type C Bicycle Loop	1	Each	$750.00
27	Installation of LED modules for Non-PV Heads Red	1	Per Module	$250.00
28	Installation of LED modules for Non-PV Heads Yellow	1	Per Module	$250.00
29	Installation of LED modules for Non-PV Heads Green	1	Per Module	$250.00
30	Installation of LED modules for PV Heads Red	1	Per Module	$340.00
31	Installation of LED modules for PV Heads Yellow	1	Per Module	$340.00
32	Installation of LED modules for PV Heads Green	1	Per Module	$340.00
33	Pedestrian Countdown (Combo)	1	Per Module	$360.00
34	Installation of 12" Signal Heads with LED modules (on existing framework), visors, back plates, and louvers as needed - 3 Section Non-PV Heads	1	Each	$1,015.00

Docusign Envelope ID: 9180C9BB-A894-4944-BC71-66CC81C369AA

35	Installation of 12" Signal Heads with LED modules (on existing framework), visors, back plates, and louvers as needed - 4 Section Non-PV Heads	1	Each	$1,145.00
36	Installation of 12" Signal Heads with LED modules (on existing framework), visors, back plates, and louvers as needed - 5 Section Non-PV Heads	1	Each	$1,275.00
37	Installation of 12" Signal Heads with LED modules (on existing framework), visors, back plates, and louvers as needed - 3 Section PV Heads	1	Each	$4,895.00
38	Installation of 12" Signal Heads with LED modules (on existing framework), visors, back plates, and louvers as needed - 4 Section PV Heads	1	Each	$6,330.00
39	Installation of 12" Signal Heads with LED modules (on existing framework), visors, back plates, and louvers as needed - 5 Section PV Heads	1	Each	$7,800.00
40	Installation of Mounting Bracket - Type MAS	1	Each	$360.00
41	Installation of Mounting Bracket - Type MAT	1	Each	$360.00
42	Installation of Mounting Bracket - Type TV-1-T	1	Each	$645.00
43	Installation of Mounting Bracket - Type TV-2-T	1	Each	$945.00
44	Installation of Mounting Bracket - Type TV-3-T	1	Each	$1,280.00
45	Installation of Mounting Bracket - Type SV-1-T	1	Each	$610.00
46	Installation of Mounting Bracket - Type SV-2-T	1	Each	$910.00
47	Installation of Mounting Bracket - Type SV-3-T	1	Each	$1,200.00

Docusign Envelope ID: 9180C9BB-A894-4944-BC71-66CC81C369AA

48	Installation of Mounting Bracket - Type SP-1-T	1	Each	$610.00
49	Installation of Mounting Bracket - Type SP-2-T	1	Each	$910.00
50	Installation of Yellow Reflective Tape on Existing Backplates (Prep & paint as necessary.)	1	Each	$100.00
51	Installation of Pedestrian Signal Head (with LED Countdown)	1	Each	$585.00
52	Installation of Accessible Pedestrian Signal (Polara or approved equal)	1	Each	$835.00
53	Installation of Pedestrian Push Button Assembly	1	Each	$400.00
54	Installation of Town furnished signal controller cabinet assembly on existing foundation	1	Each	$3,300.00
55	Install #4 pull box and restore affected sidewalk	1	Each	$1,650.00
56	Install #5 pull box and restore affected sidewalk	1	Each	$1,275.00
57	Install #6 pull box and restore affected sidewalk	1	Each	$1,275.00
58	Install #4 pull box in street (traffic grade) and restore affected area	1	Each	$3,050.00
59	Install #5 pull box in street (traffic grade) and restore affected area	1	Each	$3,550.00
60	Install #6 pull box in street (traffic grade) and restore affected area	1	Each	$3,925.00
61	Replace/install #4 pull box in dirt and restore affected area	1	Each	$1,140.00
62	Replace/install #5 pull box in dirt and restore affected area	1	Each	$770.00
63	Replace/install #6 pull box in dirt and restore affected area	1	Each	$780.00
64	Conflict monitor (CMU/MMU) test	1	Each	$200.00
65	Update streetlight inventory	1	Each	$8,000.00
66	Update parking lot lights inventory	1	Each	$1,600.00
67	Complete inventory of lights in Town Parks	1	Each	$1,600.00
68	Percent Markup on Materials	0	Percent	15%
	Total			$120,560.15

Docusign Envelope ID: 9180C9BB-A894-4944-BC71-66CC81C369AA

EVALUATION

RFP FOR TRAFFIC SIGNAL AND STREETLIGHT MAINTENANCE AND REPAIR, AND UNDERGROUND SERVICE ALERT (USA) MARKING SERVICES

Request For Proposal

Parks and Public Works

96882, 96883

Release Date: Tuesday, April 1, 2025

Due Date: Friday, April 18, 2025 3:00pm

Posted Tuesday, April 1, 2025 9:59am

Bid Unsealed Monday, April 21, 2025 12:14pm by Kinjal Buch

Pricing Unsealed Monday, April 21, 2025 12:14pm by Kinjal Buch

All dates & times in Pacific Time

Viewing Phase 2 (current)

1. Scope of Work

Please add detailed scope of work here.

1.1. Detailed Scope of Work

A. SERVICES

The Contractor shall provide ongoing and field maintenance and repair of streetlights, parking lot lights, lights in theTown's public parks, traffic signals, and other traffic related equipment (such as electronic speed feedback signs and crosswalk warning lights, etc.) by duly trained and qualified personnel. The Contractor shall also perform USA (Underground Service Alert) marking.

The Contractor shall provide and maintain emergency service response on a 24-hours per day, 7 days per week basis, including all holidays, utilizing trucks equipped with radio dispatch and/or cellular communication capabilities, warning beacon/strobe lights; traffic cones; construction warning signs; a hydraulic bucket capable of reaching a height of 40 feet from the roadway surface; proper lighting for illuminating the work area at night; necessary computer laptop for programming, maintenance and testing of traffic signal controllers and various equipment. All required equipment shall be properly maintained and functional 24 hours a day, 7 days a week, including holidays.

The Contractor shall ensure that any vehicle used within the boundaries of the Town of Los Gatos where lane closures or work within the travel lanes is required shall be equipped with an arrow board, warning beacons/strobe lights, the proper quantity and sized cones for a lane closure, and advance warning signs. All of the Contractor's employees working within the boundaries of the Town shall be equipped with a communication device capable of instant 2-way communications for extended periods of time with the Contractor's shop or with Town staff.

Docusign Envelope ID: 9180C9BB-A894-4944-BC71-66CC81C369AA

The Contractor shall have available, and readily accessible in functioning order, all required tools, equipment, apparatus, facilities, and materials needed to perform all work necessary to maintain and repair the street lights, traffic signals, parking lot lights and lights in the parks as listed in Attachments A, B, C and K in compliance with current State and Town standards and specifications and National Electric Code (NEC).

The Contractor is required to provide a 24-hour phone service for taking calls for reported inoperable signals and lighting. All calls shall be logged by Contractor. The Contractor shall respond to call outs, inspect, verify, identify problems, and perform necessary repair per the contract requirements. All calls shall be entered into computer. The Contractor shall respond within the required response times as noted below and listed in Attachment I.

The Contractor shall provide traffic control, lane closures, sidewalk closure and/or detour that conform to the State and Town requirements. During emergency conditions, the Contractor shall assure full cooperation with the Town of Los Gatos.

B. **STREETLIGHT MAINTENANCE**

Maintain all streetlights (including streetlighting, and intersection safety lighting) owned by the Town in an operable and safe condition. Respond to call outs for outage, missing pole tag, missing hand hole cover, and any unsafe or inoperable condition. The PG&E owned streetlights (typically mounted on wood or utility poles) are not part of the contract.

All reported inoperable lights shall be serviced and repaired within five (5) working days or less. The five working days shall be measured beginning the first full day following receipt of the outage report. When the inoperable lights are reported for a pedestrian crosswalk, it shall be repaired before dark of the next day. When the reported conditions require immediate attention, such as exposed hot conductors, they shall be repaired or temporarily repaired within two hours from receiving notice. When performing streetlighting service, Contractor shall complete the Town's streetlight service form and report findings to Town staff. A copy of the streetlight service form is attached in Attachment D. All calls and services shall be entered logged. A summary report of activities, and an electronic file of repair records, shall be submitted to Town staff for review monthly.

The Contractor is required to have a lighting/electrical technician, with a minimum of five years of experience in streetlighting repairs, available to perform Services under this contract as designated. The technician shall have experience with the operation, maintenance, and repair of streetlights. The technician shall also have knowledge and experience of operation, maintenance, and repair of electrical service.

A complete inventory of approximately 1,607 Town-owned streetlights is available at Parks and Public Works Department. Most of the streetlights have been replaced with LED lights except for the decorative light fixtures. A summary table of LED streetlights is included as Attachment A. Town standard streetlight poles are Octaflute. Other streetlight standards that may be found in Town are Type 15, Octagonal, and other decorative poles. Town has installed LED streetlights town wide except for decorative light fixtures. It shall be the Contractor's responsibility to verify the accuracy of the inventory.

When responding to a streetlights maintenance call-out, the Contractor shall tag light pole in accordance with the Town and PG&E requirement if the pole ID tag is missing or not apparently visible. Contractor shall also note if there are any insecure or unsafe conditions such as missing hand hole covers, broken pull box lids, exposed wires, etc. repair and report to town staff.

Parking Lot Lights

Maintain lighting in Town's parking lots in an operable and safe condition. These lights are mounted on poles, bollards, walls, or garage ceiling. Respond to call outs for outage, missing pole tag, missing hand hole cover, broken fixture, broken bollard, and any unsafe or inoperable condition.

All reported inoperable lights shall be serviced and repaired within five (5) working days or less. The five working days shall be measured beginning the first full day following receipt of the outage report. When the inoperable lights are reported for an entire parking lot, it shall be repaired before dark of the next day. When performing lighting service, Contractor shall complete the Town's streetlight service form and report findings to Town staff. A copy of the streetlight service form is attached in Attachment D. All calls and services shall be entered and logged. A summary report of activities, and an electronic file of repair records, shall be submitted to Town staff for review monthly.

The Contractor is required to have a lighting/electrical technician, with a minimum of five years of experience in streetlighting repairs, availabl perform Services under this contract as designated. The technician shall have experience with the operation, maintenance, and repair of lights. The technician shall also have knowledge and experience of operation, maintenance, and repair of electrical service.

Docusign Envelope ID: 9180C9BB-A894-4944-BC71-66CC81C369AA

A complete inventory of 119 parking lot lights is available at Parks and Public Works Department as shown in Attachment B. It shall be the Contractor's responsibility to verify the accuracy of the inventory.

Night Check for Parking Lot Lights and Specified Streets

Perform a monthly night check for outages and malfunctions of lighting and illuminated signs for the parking lots and the following streets: Los Gatos Boulevard, Main Street, Winchester Boulevard, Santa Cruz Avenue, Blossom Hill Road, Lark Avenue, Los Gatos Saratoga Road, Los Gatos Almaden Road, Pollard Road, and Knowles Drive. Also perform night check for problem locations as needed and as directed by Town staff. The cost for the monthly night check is considered part of monthly maintenance flat fees. A report with the results of night check shall be submitted to Town within a week from night check. Any identified light outage shall be repaired within a week from night check except for the repair that may require staff approval elsewhere in the contract specifications.

Lights in the Town's Public Parks

Maintain lighting in the Town's public parks in an operable and safe condition. These lights are mounted on poles, bollards, or walls. Respond to call outs for outage, missing pole tag, missing hand hole cover, broken fixture, broken bollard, and any unsafe or inoperable condition.

All reported inoperable lights shall be serviced and repaired within five (5) working days or less. The five working days shall be measured beginning the first full day following receipt of the outage report. When the inoperable lights are reported for the entire park, they shall be repaired before dark of the next day. When performing lighting service, Contractor shall complete the Town's streetlight service form and report findings to Town staff. A copy of the streetlight service form is attached in Attachment D. All calls and services shall be entered logged. A summary report of activities, and an electronic file of repair records, shall be submitted to Town staff for review monthly.

The Contractor is required to have a lighting/electrical technician, with a minimum of five years of experience in streetlighting repairs, available to perform Services under this contract as designated. The technician shall have experience with the operation, maintenance, and repair of lights. The technician shall also have knowledge and experience of operation, maintenance, and repair of electrical service.

An estimated inventory of approximately 104 lights in the Town's public parks is available at Parks and Public Works Department as shown in Attachment I. It shall be the Contractor's responsibility to complete a detailed inventory and provide to the Town staff by the end of July 2025.

Night Check for Lights in the Town's Public Parks

Perform a biannual (every six months) night check for outages and malfunctions of lighting in the Town's public parks. Also perform night check for problem locations as needed and as directed by Town staff. The cost for night check is considered part of monthly maintenance flat fees. A report with the results of the night check shall be submitted to Town within a week from night check. Any identified light outage shall be repaired within a week from night check except for the repair that may require staff approval elsewhere in the contract specifications.

USA (Underground Service Alert)

Provide USA locating and marking service for Town's electrical circuits such as streetlights, parking lot lights, lights in the Town's public parks, traffic signals, signal interconnect, fiber optic communication lines, and other Town owned public lighting.

C. **TRAFFIC SIGNAL MAINTENANCE**

Provide ongoing and routine preventive maintenance and repair of traffic signal equipment, associated lighting, and other pertinent apparatus by duly trained and qualified personnel. A list of the thirty-one (31) Town traffic signals is shown in Attachment C.

The Contractor is required to have a traffic signal technician, with a minimum of five years of experience in traffic signal repairs, available to perform Services under this contract as designated. The Traffic Signal Technician shall have experience with the operation and maintenance of Econolite Cobalt controllers currently in use by the Town of Los Gatos. The Traffic Signal Technician shall also have knowledge and experience of the operation and maintenance of traffic signal controller cabinet assemblies, inductive traffic loops, video detection systems, emergency vehicle preemption devices, twisted pair interconnect, fiber optic cables, and copper and fiber communication equipment. The Traffic Signal Technician shall keep up to date on the operation and maintenance of all state-of-the-art traffic signal control devices and related equipment to ensure that the Town's needs will also be supported in the future. The Traffic Signal Technician shall also be familiar with and adhere to National and State standards for programming traffic signal controllers.

The Contractor shall furnish temporary replacement traffic signal controllers, preemption units, traffic signal communications and monitoring equipment, detector amplifiers, conflict monitors, video detection systems, power supplies, and any standard traffic signal equipment necessary for restoring traffic signal operation. Contractor furnished temporary spares shall be identical to the component being replaced in manufacture,

Docusign Envelope ID: 9180C9BB-A894-4944-BC71-66CC81C369AA

make and model. The Contractor shall deviate from this requirement only upon written advance approval from the Town. The Contractor shall provide temporary equipment, at no additional charge to the Town, whenever the original units are removed for repair or servicing.

Preventive Maintenance

The Contractor shall perform routine preventive maintenance service to eliminate or reduce any incidence of malfunctions and complaints, and to maximize the useful life of the Town's traffic signal equipment including and may not be limited to signalized intersections.

The Contractor shall provide monthly preventive maintenance for the signalized intersections listed in Attachment C. The Contractor shall complete Preventive Maintenance Checklists (Attachment E & F) for each maintenance inspection and shall indicate the work performed or required for each item. The Contractor shall maintain one copy of the completed form for each intersection, and for each inspection, in the controller cabinet and in the Contractor's business office throughout the term of this contract.

The monthly maintenance service shall be performed within the same week of every month for each intersection. Monthly maintenance services shall not be closer than three weeks for any intersection. The Contractor shall notify Town staff the scheduled date for preventive maintenance service at least one week prior to performing the service.

A conflict monitor test shall be performed annually at each traffic signal; the Contractor shall maintain three copies of full field test results. One copy shall be left in the traffic signal controller cabinet, one copy shall be maintained at the Contractor's business office, and one copy shall be sent to the Town.

It is understood and agreed that failure on the part of the Contractor to perform monthly preventive maintenance as required by this contract will cause the Town to suffer an unascertainable amount of damage. Therefore, the Contractor agrees to pay to the Town, not as a penalty but as liquidated damages, the amount of $500 per calendar day that the intersection is overdue for monthly preventative maintenance. The total amount of liquidated damages will be totaled and deducted from the monthly invoice payment.

Traffic Signal Equipment

The Contractor shall repair, replace, or otherwise render in good working order any and all defective parts of all traffic signal control equipment. Whenever the Contractor replaces any defective parts on either a temporary and/or permanent basis, the Contractor shall identify the parts being replaced by manufacturer's make, model, and serial number, and the locations of installation. Further, the Contractor shall only use new parts for permanent replacement. Exceptions to this requirement shall only occur on an individual basis upon advance written approval from the Town.

No permanent changes of traffic signal control devices shall be done without prior written approval from the Town. Whenever any traffic signal equipment is removed/replaced/modified, the Contractor shall notify the Town by telephone within two hours of the change, followed by written notification to the Town within one week. Furthermore, any changes shall also be indicated on the maintenance or repair log within the traffic signal controller cabinet. The Contractor agrees to notify the Town in advance of any planned or scheduled traffic signal turn-offs/turn-ons necessitated by the Contractor's operations. The Contractor shall make turn-offs/turn-ons of traffic signals only upon prior written approval by the Town.

All traffic signal control equipment shall be maintained in accordance with the manufacturer's recommendations. When the traffic signal equipment becomes obsolete or deteriorated to the point of being beyond reasonable or cost-effective repair, the Contractor shall report such conditions to the Town and provide satisfactory evidence that replacements are necessary. The Contractor shall prepare estimates showing the cost breakdown of materials and labor for replacement of such traffic signal equipment and submit this information to the Town.

When signal lamps are burned out, they shall be replaced with LED modules unless otherwise approved by Town staff. Signal LED modules shall be replaced when the light output and degradation fails specifications or when more than five percent of LED's are not working properly, such as burned out or flickering.

New Installation or Deletion

The Contractor shall maintain any new streetlighting, and traffic signal equipment, which are installed for the Town throughout the term of the contract. These devices shall be added to the contract when the Town notifies the Contractor of the installation. These added equipment or devices, regardless of the complexity of the technology, shall be maintained in the same manner and for the same flat rate as those devices already covered by the contract.

Should responsibility for the maintenance of any current or future lighting or traffic signal device cease to be the Town's, the Town will notify the Contractor in writing of the last date to perform maintenance. The flat rate maintenance for any such affected device shall be prorated on the basis of the number of days that the device was maintained by the Contractor.

Docusign Envelope ID: 9180C9BB-A894-4944-BC71-66CC81C369AA

D. **WARRANTY**

Contractor shall manage all lighting and traffic signal related materials and devices under warranty. During the manufacturer's warranty period, the Contractor shall be responsible for making contact with the equipment manufacturer regarding any service determined to be under warranty. The Contractor shall replace the warranted materials (or replace with temporary equipment pending replacement material from manufacturer) without any charges to Town.

A minimum of twelve (12) month warranty shall apply to all work and materials installed by the Contractor. During the Contractor's warranty period, the Contractor shall be responsible for repairing and/or replacing the equipment without any charges to the Town. The warranty on the repaired or replaced equipment shall commence with the date of repair or replacement of equipment.

A minimum of three- (3) month warranty shall apply to all temporary replacement installed by Contractor. During the warranty period, the Contractor shall be responsible for repairing and/or replacing the equipment without any charges to the Town. The warranty on the repaired or replaced equipment shall again commence with the date of repair or replacement of equipment.

E. **CONTRACTOR SHOP**

The Contractor shall have adequate shop and storage facilities. This facility shall house the necessary staff, traffic signal poles, signals, traffic signal controllers, traffic signal communications devices, LEDs, controller cabinets, service cabinets, wiring, pullboxes, pullbox lids, and other necessary materials and vehicular equipment to perform all maintenance required and to perform temporary and permanent repair of accidental damage to traffic signal equipment/devices. This facility shall also be equipped to perform twenty-one-day bench test of traffic signal controller cabinets in accordance to Caltrans and Town specifications.

The Contractor shall maintain a single local telephone number during the entire term of the contract where he/she or a designated representative can be reached 24 hours a day, 365 days a year.

The Contractor shall also maintain and provide direct phone numbers, cellular phone numbers, fax numbers, and email addresses of various pertinent staff/employees with which the Town can maintain regular and direct contact with regarding billing, estimating, service calls, status reports, scheduling, testing of equipment, and various other issues.

F. **EMERGENCY SERVICE**

When notified of any traffic signal device malfunction, failure, loss of indication, accident damage, construction damage, or any emergency traffic signal service call, the Contractor shall respond and be at the location within one hour following notification from the Town.

In the event of a knockdown, the Contractor shall provide temporary emergency replacement of a type acceptable to the Town until permanent repairs can be accomplished. The Contractor shall install a temporary device appropriate for the situation and consult with the Town to identify a permanent replacement. Required replacement of equipment will require prior written approval from the Town before such replacements are commenced in conjunction with an emergency call.

In the case of a 1A/1B, pedestrian push button pole, or street light pole knock-down where the foundation and anchor bolts are still intact, the Contractor shall make all necessary repairs with necessary new equipment to return the pole to its original, undamaged condition upon the initial response. No additional compensation shall be provided for subsequent work to the original damage.

At any time the Contractor is notified of an emergency situation by the Town, CHP, County Sheriff or other duly recognized authority, the Contractor shall immediately notify the designated contact staff at the Parks and Public Works Department of the emergency call.

Upon completion of the response to the emergency call, the Contractor shall notify the appropriate Town staff by telephone and/or email the status of the emergency work. In addition, the Contractor shall notify the Town in writing or email within one week of the completion of the repair work. In the event a follow-up permanent repair is required, the Contractor shall submit a cost proposal to Town staff within a week from the emergency response.

Docusign Envelope ID: 9180C9BB-A894-4944-BC71-66CC81C369AA

It is understood and agreed that failure on the part of the Contractor to respond within one hour to any emergency service call as provided will cause the Town to suffer an unascertainable amount of damage. Therefore, the Contractor agrees to pay to the Town, not as a penalty but as liquidated damages, the amount of $500 per hour. The time for such liquidated damages shall commence from the first hour after the required response time for emergency service calls indicated in the previous sections. The total amount of liquidated damages will be totaled and deducted from the monthly invoice payment.

The Contractor shall enter any emergency service calls onto the log at the intersection controller cabinet along with the minimum required information as stated in the previous sections. Failure to do so will be construed to be a failure to respond to the emergency service calls.

G. **EXTRA WORK**

The Contractor shall install, modify, repair and/or upgrade lighting, traffic signals and all associated hardware or traffic safety devices as requested by the Town. All such work, if not covered in the flat rates, shall be considered extra work and shall be performed to the satisfaction of the Town. Please refer to the monthly signal maintenance service forms and the "Compensation" Section for details.

No additional or extra work shall be commenced or undertaken by the Contractor unless authorized in advance in writing by the Town. Said written authorization is a condition precedent to the Contractor's entitlement to reimbursement or remuneration for such services. This work shall be performed within a specified time limit established by the Town and for a mutually agreed upon price.

The Town shall retain discretionary right to perform any extra work using Town forces, by negotiated agreement, or to advertise such work by others.

H. **RECORDS**

Monthly Report

The Contractor shall submit to the Town, at the same time as the submission of monthly invoices, a computerized report covering all Contractor's activities within the Town during the previous month. This monthly activity report shall be provided in Excel file format. Formatting shall be agreed by the Town. The monthly activity report shall include at a minimum:

a. Time any service calls were received by the Contractor, time at which the service call was dispatched to the technician, the arrival time of the technician at the requested location, the departure time, the caller's name, and the results of diagnosis.

b. A complete record of any and all work performed on the lighting and traffic signal equipment during the period covered by the monthly activity report, including the make, model, and serial number of any replacement or newly installed equipment at each intersection. The report shall also detail the make, model and serial number of any equipment replaced.

c. Asset ID's (if applicable) and detailed location description of any repaired/replaced equipment.

d. The date and time that any preventive maintenance work was performed and any findings.

e. Any and all pending repair work needed at each intersection along with Repair Order number.

In addition, the Contractor shall submit to the Town, at the same time as the submission of monthly invoices, a separate summary list of outstanding items requiring follow-up repair.

The Contractor shall maintain and provide all required maintenance/service forms (Attachments D, E, F, and G). A copy of the completed maintenance and service forms, in electronic format, shall be submitted to Town staff monthly.

The Contractor shall be required to maintain a copy of the monthly activity report (either electronic or hardcopy), maintenance/service forms, conflict monitor test results, and any service records for a period of not less than five years.

Service Log In Controller and Service Cabinets

The Contractor shall maintain a log at each signalized intersection included under this contract. The log shall detail each inspection, repair, and/or emergency/service call. The Contractor shall complete at a minimum on this log, the date, arrival time, departure time, type of inspection/service, any findings or repairs, the Contractor's employee name and/or ID, the employee's job title, and in the event of signal

Docusign Envelope ID: 9180C9BB-A894-4944-BC71-66CC81C369AA

outage/flash, display message on conflict monitor, controller, load switch position, etc. A similar log shall be maintained in each electric service cabinet where storage space is available.

I. MEETINGS/CONSULTATION

The Contractor shall be available to meet, when deemed necessary, with Town staff on a monthly basis or at a mutually agreed upon time and place to review maintenance activities, operational and repair activities, pending work, estimates, work quality, and any items related to Contractor's work under this contract.

Contractor shall be available at all times to the Engineer for consultation at no added expense to the Town. The consultation may consist of explanation of technical details, upgrade of signal equipment, and operational improvement. The contractor shall provide detailed work proposal and cost estimate to the Engineer upon request for repair, installation, replacement, or any improvements containing lighting or traffic signal components. Work associated with preparation of the proposal shall be provided at no charge to the Town.

J. FAILURE TO PERFORM

Should the Contractor fail to properly execute the work in a timely or correct matter as provided under the terms of this contract, the Town, after providing the Contractor with three business days' notice, may perform or hire another Contractor to perform such work and deduct the cost plus 25% thereof from any payment due to the Contractor.

K. COMPENSATION

1. STREETLIGHTING SERVICE

The Contractor shall be compensated for service required under this contract at a flat rate per streetlight.

Included in the monthly flat rate shall be compensation for all related labor, equipment, and materials for above ground lighting components including light fixtures and housings (and all components within), lamps, photo cells, conductors, starters, ballasts, transformers, fuses, sockets, hand hole covers, ID tags, and pull box lids. Also included in the flat rate is compensation for the 24-hour phone service, response to calls, identification/verification of problems, preparation for cost proposal, quarterly and special night check, logging of calls, reporting of service, and any other related service activities as specified in the Contract.

Not included in the flat rate compensation are poles, arms, bollards, pull boxes (except lids), service enclosures, and underground and in-structure conduits and conductors. Also not included is repair/replacement for damage caused by vehicular collisions, acts of God, or malicious damage.

2. TRAFFIC SIGNAL SERVICE

The Contractor shall be compensated for services required under this contract at a flat rate per intersection.

Included in monthly flat rate shall be compensation for the preventive maintenance including labor, equipment, and materials, as identified in the maintenance service form. The preventive maintenance items as identified in the maintenance service form shall be the Contractor's responsibility to repair, install and/or replace without additional charges to Town whether they are maintained, repaired, or replaced at call-outs or emergency call-outs, or at the time of maintenance routine. In addition, included in monthly flat rates, the following items shall be the Contractor's responsibility to repair, install and/or replace without additional charges to Town whether they are maintained, repaired, or replaced at call-outs or emergency call-outs, or at the time of maintenance routine: cabinet filters, cabinet fan, cabinet light, load switches; flashers; relays, resisters; BIU's; detector amplifiers; audible pedestrian signal indicators; push button assemblies; louvers; visors; back plates; above ground conductors, and signal indication LED modules for all vehicle and non-vehicle signal indication.

Also Included in the flat rate compensation is compensation for the logging of calls, work related to preparation of cost proposal, investigation/verification of trouble calls, warranty service, stocking of materials, reporting of service, record keeping, temporary equipment, and any other associated services as specified in the Contract.

Docusign Envelope ID: 9180C9BB-A894-4944-BC71-66CC81C369AA

Not included in the flat rate compensation are any items not specified above, e.g. poles, arms, pull boxes (except lids), conflict monitors, power supply units, video detection, signal head housing and brackets, underground conduits and conductors, etc. Also not included in the flat rate compensation is repair/replacement for damage caused by vehicular collisions, acts of God, or malicious damage.

3. PARKING LOT LIGHTING SERVICE

The Contractor shall be compensated for service required under this contract at a flat rate per light in the parking lots.

Included in the monthly flat rate shall be compensation for all related labor, equipment, and materials for above ground lighting components including light fixtures and housings (and all components within), lamps, photo cells, conductors, starters, ballasts, transformers, fuses, sockets, hand hole covers, ID tags, and pull box lids. Also included in the flat rate is compensation for the 24-hour phone service, response to calls, identification/verification of problems, preparation for cost proposal, quarterly and specified night checks, logging of calls, reporting of service, and any other related service activities as specified in the Contract.

Not included in the flat rate compensation are poles, arms, bollards, pull boxes (except lids), service enclosures, and underground and in-structure conduits and conductors. Also not included is repair/replacement for damage caused by vehicular collisions, acts of God, or malicious damage.

4. PUBLIC PARKS LIGHTING SERVICE

The Contractor shall be compensated for service required under this contract at a flat rate per light in theTown's public parks.

Included in the monthly flat rate shall be compensation for all related labor, equipment, and materials for above ground lighting components including light fixtures and housings (and all components within), lamps, photo cells, conductors, starters, ballasts, transformers, fuses, sockets, hand hole covers, ID tags, and pull box lids. Also included in the flat rate is compensation for the 24-hour phone service, response to calls, identification/verification of problems, preparation for cost proposal, quarterly and specified night checks, logging of calls, reporting of service, and any other related service activities as specified in the Contract.

Not included in the flat rate compensation are poles, arms, bollards, pull boxes (except lids), service enclosures, and underground and in-structure conduits and conductors. Also not included is repair/replacement for damage caused by vehicular collisions, acts of God, or malicious damage.

5. USA (Underground Service Alert)

The Contractor shall be compensated for service required under this contract at a flat rate per USA ticket. Included in the flat rate is compensation for all related labor, equipment, and materials for all related USA ticket related work.

6. EXTRA WORK

Town shall compensate the Contractor for the performed extra work and repairs in accordance with agreed upon labor rates, material markups, equipment rates, and miscellaneous costs.

Town may solicit competitive bids for extra work from the Contractor and alternative vendors or contractors.

Extra work refers to the replacement, repair, upgrade or installation of any streetlighting and traffic signal components that are not included in the compensation of the flat rates. The Contractor shall obtain Town approval prior to scheduling any work to be performed under this provision. The Contractor shall provide documentation to support invoiced charges, including but not limited to timecards and material invoices, upon request by the Town.

7. RATE INCREASE

Rates may be reviewed annually by the successful proposer and the Town; and rate increases may be requested in writing with detailed justification. Nevertheless, the maximum increase in labor and/or equipment costs in any calendar year shall be no more than the percent change in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index, All Items, All Urban Consumers, San Francisco-

Docusign Envelope ID: 9180C9BB-A894-4944-BC71-66CC81C369AA

Oakland-San Jose, 1982-84-100 Index.

8. PAYMENT AND INVOICES

Payments will be made within thirty days following receipt of an accurate invoice and documentation of work performed. Invoices shall be submitted no later than 60 days after the completion of work and not more frequently than once per month. It is understood and agreed invoices submitted later than 60 days after the completion of work will cause the Town to suffer an unascertainable amount of staff effort in reconciling late invoice. Therefore, the Contractor agrees to pay to the Town, not as a penalty but as liquidated damages, the amount of $250 per invoice or 10% of the invoice, whichever is greater. The liquidated damage will be deducted from the invoice payment and shall not exceed the invoice amount.

Docusign Envelope ID: 9180C9BB-A894-4944-BC71-66CC81C369AA

TOWN OF LOS GATOS
COUNCIL AGENDA REPORT

MEETING DATE: 06/17/2025
ITEM NO: 14

DATE: June 12, 2025

TO: Mayor and Town Council

FROM: Chris Constantin, Town Manager

SUBJECT: Authorize the Town Manager to Execute a Five-Year Agreement for Services with Bear Electrical Solutions LLC to Provide Traffic Signal, Streetlight, Parking Lot and Park Light Maintenance and Repair, Underground Service Alert (USA) Marking Services, Traffic Signal Safety Improvements and Park Lighting Improvements for a Total Agreement Amount Not to Exceed $865,767

RECOMMENDATION:

Staff recommends that the Town Council authorize the Town Manager to execute a five-year agreement for services with Bear Electrical Solutions LLC to provide traffic signal, streetlight, parking lot and park light maintenance and repair, underground service alert (USA) marking services, and unforeseen repairs necessary to keep the equipment functioning in an annual amount of $159,304 (including an annual compounded 3% CPI escalator) plus a one-time amount of $20,000 for park lighting improvements, for a total agreement amount not to exceed $865,767.

FISCAL IMPACT:

There are sufficient funds in the Parks and Public Works Streets and Signals Program FY2025-26 operating budget (5401-63364) for the year-one basic services ($104,514) and unforeseen additional repairs ($54,790). Additionally, there are sufficient funds in the Parks and Public Works Park Services Program (5301-62379) to support the one-time expenses associated with park lighting improvements ($20,000). Future fiscal year funding is subject to operating budget appropriations made during the Town's annual budget process.

PREPARED BY: Mike Vroman
Senior Traffic Engineer

Reviewed by: Town Manager, Town Attorney, Finance Director, Parks and Public Works Director, and Town Engineer

Docusign Envelope ID: 9180C9BB-A894-4944-BC71-66CC81C369AA

STRATEGIC PRIORITIES:

This project supports the Core Goals of **Quality Public Infrastructure** and **Public Safety**. The proposed work ensures safety for all users, maintaining existing infrastructure and making traffic signal and lighting improvements.

BACKGROUND:

The Town of Los Gatos designates annual funding to contract services for the routine maintenance and repair of traffic signals, streetlights, parking lot and park lights, and underground utility locating services relating to the electric services within the Town's jurisdiction. The services include repairs and upgrades on an as-needed basis, periodic inspections, testing of the equipment, and lamp replacements. Underground utility locating services involve responding to Underground Service Alert (USA) requests to identify and mark the Town's underground infrastructure at construction sites prior to any digging operations. Staff have determined that contractual services are the most cost-effective delivery method due to the technical expertise and specialty equipment required for this work.

The cost structure of traffic signal maintenance is a monthly rate per intersection including routine inspections and testing. Streetlight, parking lot and park light maintenance includes a monthly rate per light, covering inspection and lamp replacement. Additional services such as signal outages, pole knockdowns, and other non-routine, unforeseen repairs, which are necessary to keep the equipment functioning, are performed at the time and material rates included in the proposal. USA markings provide the identification and location of the Town's underground infrastructure associated with construction projects and repairs and serves to protect the Town's infrastructure from damage. The full scope of work is attached to the agreement.

DISCUSSION:

Bidding and Negotiations
On April 1, 2025, staff released a request for proposals (RFP) for traffic signal and street light maintenance. The scope of the work included maintenance of:

- 31 Traffic Signals
- 1,607 Street Lights
- 119 Parking Lot Lights
- 104 Park Lights
- 24 USA Markings per Month (based on historical average)

Docusign Envelope ID: 9180C9BB-A894-4944-BC71-66CC81C369AA

On April 18, 2025, proposals were opened, with four contractors submitting proposals. A list of the final proposal costs is in Attachment 2 and is summarized below:

Request For Proposal -Results		
1. Bear Electrical Solutions LLC	Final	$104,514 per year
	Initial	$134,826 per year
2. St. Francis Electric, Inc.		$109,238 per year
3. Yunex Traffic		$211,858 per year
4. Cal-West Lighting & Signal Maintenance, Inc.		Not Responsive

Staff reviewed the proposals and ranked Bear Electrical Solutions LLC (BES) as the highest rated provider based on their ability to meet the Town's expectations to provide the range of maintenance resources required by the Town during normal operating hours and with regard to emergency response times BES is able to provide. BES has more personnel in the immediate area and offered a pre-emptive maintenance plan within the scope of their proposal. St. Francis is the Town's current service provider for this work and was ranked second in terms of quality of service and response time.

Staff interviewed BES and confirmed their ability and commitment to meeting the Town's needs. As submitted the BES proposal totaled $134,826 per year. After negotiations, BES provided the lowest proposal for maintenance services (Attachment 2). and staff believe BES will deliver enhanced service as well as cost savings.

Services to be Provided

Basic Services: The agreement with Bear Electric will cover the following basic services as proposed in response to the RFP request:

Bear Electric LLC Proposal for Basic Services		
	Total	**$104,514**
	Units	**Annual Cost**
Traffic Signals	31	$45,384
Street Lights	1,607	$24,105
Parking Lot Lights	119	$1,785
Park Lights	104	$1,560
USA Markings (24/month)	288/yr	$31,680

Unforeseen Costs: Added to the basic services, the agreement includes funding to pay for unforeseen events that occur throughout the year above and beyond the regular monthly maintenance. The unforeseen costs have been included in the recommendation based on a

Docusign Envelope ID: 9180C9BB-A894-4944-BC71-66CC81C369AA

time and material estimate from BES including a one-hour emergency response for traffic signal repairs. Unforeseen costs include repair services for inoperable traffic signals, maintenance and repair of radar speed feedback signs and crosswalk warning lights, signal equipment knockdowns, and other unforeseen repairs of the Town's aging infrastructure. The annual amount recommended for unforeseen costs is based on an average of the previous five-year unforeseen repairs, $54,790.

Staff will monitor the amount of unforeseen costs that occur on a year-to-year basis. In case of higher-than-average unforeseen repair costs, staff will return to the Town Council to request additional funding.

Additional One-Time Improvements: Staff also recommends including park lighting improvements to be funded out of the Parks Program FY2025-26 operating budget in the amount of $20,000 within the FY2025/26 total contract amount. The Blossom Hill Park tennis court lights are in need of repair. The Town's current lighting maintenance contractor recently repaired two lights because they required immediate replacement. With two lights recently replaced, staff recommends replacing the remaining lights. This should reduce or eliminate future repair costs. BES's proposal cost to complete this work totals $20,000.

Docusign Envelope ID: 9180C9BB-A894-4944-BC71-66CC81C369AA

Bear Electric LLC Contract Details			
Contract Not to Exceed		**Total**	**$ 865,767**
Year 1 - FY2025-26		Year 1 Total	$ 179,304
Basic Services Covered Annually by the Agreement			
Lighting and Traffic Signal Maintenance	$ 72,834		
USA Markings	$ 31,680		
	Subtotal	$ 104,514	
Unforeseen Additional Repair Amounts			
FY20-21	$ 8,567		
FY21-22	$ 67,000		
FY22-23	$ 53,381		
FY23-24	$ 55,000		
FY24-25	$ 90,000		
	Average	$ 54,790	
Park Lighting Improvements			
Blossom Hill Park Tennis Court Lighting Replacement	$ 20,000		
	Subtotal	$ 20,000	
Year 2 - FY2026-27		Year 2 Total	$ 164,083
Basic Services Covered Annually by the Agreement plus CPI	Subtotal	$ 107,649	
Unforeseen Additional Repair Amounts plus CPI	Average	$ 56,434	
Year 3 - FY2027-28		Year 3 Total	$ 169,006
Basic Services Covered Annually by the Agreement plus CPI	Subtotal	$ 110,879	
Unforeseen Additional Repair Amounts plus CPI	Average	$ 58,127	
Year 4 - FY2028-29		Year 4 Total	$ 174,076
Basic Services Covered Annually by the Agreement plus CPI	Subtotal	$ 114,205	
Unforeseen Additional Repair Amounts plus CPI	Average	$ 59,871	
Year 5 - FY2029-30		Year 5 Total	$ 179,298
Basic Services Covered Annually by the Agreement plus CPI	Subtotal	$ 117,631	
Unforeseen Additional Repair Amounts plus CPI	Average	$ 61,667	

CONCLUSION:

The proposed actions would allow the Town to proceed with executing an agreement with Bear Electrical Solutions LLC to provide streetlight and signal maintenance, unforeseen repair services, and Underground Service Alert (USA) marking services, plus one-time Park lighting safety improvements. This agreement structure ensures continuity of service while maximizing savings over multiple years. Staff is seeking a five-year agreement recognizing that future years will be subject to operating budget appropriations.

COORDINATION:

This report was coordinated by the Finance Department and the Town Attorney's Office.

ENVIRONMENTAL ASSESSMENT:

This is not a project defined under CEQA, and no further action is required.

Docusign Envelope ID: 9180C9BB-A894-4944-BC71-66CC81C369AA

Attachments:

1. Agreement for Services with Exhibit A
2. Proposal Results