

SERVICES AGREEMENT BETWEEN CITY OF SUNNYVALE AND BEAR ELECTRICAL SOLUTIONS INC. FOR STREET NAME SIGN REMOVAL AND REPLACEMENT

THIS AGREEMENT dated _____ is by and between the CITY OF SUNNYVALE, a California chartered municipal corporation ("CITY") and BEAR ELECTRICAL SOLUTIONS INC. ("CONTRACTOR").

WHEREAS, CITY is in need of Street Name Sign Removal and Replacement; and

WHEREAS, CITY advertised an Invitation For Bids on September 27, 2023 for Street Name Signs Removal and replacement; and

WHEREAS, CONTRACTOR submitted a proposal on October 25, 2023; and

WHEREAS, CITY accepted CONTRACTOR'S Bid Submitted on November 11, 2023; and

WHEREAS, CONTRACTOR represents that it, and its sub-contractors, if any, possess the professional qualifications and expertise to provide the required services and are licensed by the State of California in the required disciplines;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

1. Services by CONTRACTOR

CONTRACTOR shall provide services in accordance with Exhibit "A" entitled "Scope of Work." To accomplish that end, CONTRACTOR agrees to assign Robert Asuncion to this project, to act in the capacity of Project Manager and personally direct the services to be provided by CONTRACTOR.

All exhibits referenced in this Agreement are attached hereto and are incorporated herein by reference. Except as specified in this Agreement, CONTRACTOR shall furnish all technical services, including labor, material, equipment, transportation, supervision and expertise to perform all operations necessary and required to satisfactorily complete the services required in this Agreement.

2. Contract Term

The term of this Agreement shall be from the date of execution for one year, unless otherwise terminated in accordance with Section 17 below. Agreement may be extended at the sole option of the City in accordance with section 24 below.

3. Payment of Fees and Expenses

CITY agrees to pay CONTRACTOR at the rate per unit set forth in Exhibit "B". Total compensation shall not exceed Two Hundred Fifty Six Thousand Six Hundred Fifty Four and 17/100 Dollars (\$256,654.17), unless upon written modification to this Agreement signed by both parties. CONTRACTOR shall submit progress payment invoices to CITY no more frequently than monthly to be paid in accordance with the procedures set forth in Exhibit "B".

All invoices, including detailed backup, shall be sent to City of Sunnyvale, attention Accounts Payable, P.O. Box 3707, Sunnyvale, CA 94088-3707 or accountspayable@sunnyvale.ca.gov. Payment shall be made within thirty (30) days upon receipt of an accurate, itemized invoice by CITY's Accounts Payable Unit.

4. No Assignment of Agreement

CONTRACTOR shall bind themselves, their partners, successors, assigns, executors, and administrators to all covenants of this Agreement. Except as otherwise set forth in this Agreement, no interest in this Agreement or any of the work provided for under this Agreement shall be assigned or transferred, either voluntarily or by operation of law, without the prior written approval of CITY. However, claims for money due to or to become due to CONTRACTOR from CITY under this Agreement may be assigned to a bank, trust company or other financial institutions, or to a trustee in bankruptcy, provided that written notice of any such assignment or transfer shall be first furnished to CITY. In case of the death of one or more members of CONTRACTOR's firm, the surviving member or members shall complete the services covered by this Agreement. Any such assignment shall not relieve CONTRACTOR from any liability under the terms of this Agreement.

5. Independent Contractor

CONTRACTOR is not an agent or employee of CITY but is an independent contractor with full rights to manage its employees subject to the requirements of the law. All persons employed by CONTRACTOR in connection with this Agreement will be employees of CONTRACTOR and not employees of CITY in any respect. CONTRACTOR is responsible for obtaining statutory Workers' Compensation coverage for its employees.

6. Standard of Workmanship

CONTRACTOR represents and maintains that it is skilled in the professional calling necessary to perform the services and its duties and obligations, expressed and implied, contained herein, and CITY expressly relies upon CONTRACTOR's representations regarding its skills and knowledge. CONTRACTOR shall perform such services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California.

7. Responsibility of CONTRACTOR

CONTRACTOR shall be responsible for the professional quality, technical accuracy and the coordination of the services furnished by it under this Agreement. Neither CITY's review, acceptance nor payment for any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and CONTRACTOR shall be and remain liable to CITY in accordance with applicable law for all damages to CITY caused by CONTRACTOR's negligent performance of any of the services furnished under this Agreement.

8. Right of CITY to Inspect Records of CONTRACTOR

CITY, through its authorized employees, representatives, or agents, shall have the right, at any and all reasonable times, to audit the books and records including, but not limited to, invoices, vouchers, canceled checks, time cards of CONTRACTOR for the purpose of verifying any and all charges made by CONTRACTOR in connection with this Agreement. CONTRACTOR shall maintain for a minimum period of three (3) years from the date of final payment to CONTRACTOR or for any longer period required by law, sufficient books and records in accordance with generally accepted accounting practices to establish the correctness of all charges submitted to CITY by CONTRACTOR. Any expenses not so recorded shall be disallowed by CITY.

9. No Pledging of CITY's Credit

Under no circumstances shall CONTRACTOR have the authority or power to pledge the credit of CITY or incur any obligation in the name of CITY.

10. Ownership of Material

All material, including information developed on computer(s), which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports and other material developed, collected, prepared or caused to be prepared, under this Agreement shall be the property of CITY, but CONTRACTOR may retain and use copies thereof.

CITY shall not be limited, in any way, in its use of said material, at any time, for work associated with Project. However, CONTRACTOR shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to the release of this material to third parties for work other than on Project.

11. Indemnity

To the fullest extent permitted by law, CONTRACTOR shall hold harmless, defend at its own expense, and indemnify the City and its officers, officials, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions of CONTRACTOR or its officers, agents, or employees in rendering services under this Agreement; excluding, however, such liability, claims, losses, damages, or expenses arising from the City's sole negligence or willful acts. The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this agreement. CONTRACTOR's responsibility for such defense and indemnity obligations shall survive the termination or completion of this agreement.

12. Insurance Requirements

The City requires that CONTRACTOR maintain insurance requirements on the Pacific Insurance Network System (PINS). CONTRACTOR shall procure and maintain, at its own expense during the life of this Agreement, policies of insurance as specified in Exhibit "C" attached and incorporated herein by reference and shall provide all certificates and endorsements as specified in Exhibit "C" through PINS for approval by the City Risk Manager prior to CONTRACTOR (or subcontractor) commencing any work under this Agreement.

13. Wage Rates

Pursuant to the Labor Code of the State of California, or any applicable local law, Owner has ascertained the general prevailing rate per diem wages and rates for holidays, and overtime work in the city, for each craft, classification or type of laborer, worker, or mechanic needed to execute this Contract. Owner has adopted, by reference, the general prevailing rate of wages applicable to the work to be done under the Contract, as adopted and published by the Division of Labor Standards Enforcement and Labor Statistics and Research of the State of California, Department of Industrial Relations, to which reference is hereby made for a full and detailed description. A copy of the prevailing wage rates may be reviewed in the office of the Director of Public Works, City of Sunnyvale, 456 West Olive Avenue, Sunnyvale, California. Wage rates can also be obtained through the California Department of Industrial Relations website at:

<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>

Neither the notice inviting bids nor this Contract shall constitute a representation of fact as to the

prevailing wage rates upon which the CONTRACTOR or any subcontractor may base any claim against Owner.

It shall be mandatory upon CONTRACTOR and upon any subcontractor to pay not less than the specified rates to all laborers, workers, and mechanics employed in the execution of the Contract. It is further expressly stipulated that CONTRACTOR shall, as a penalty to Owner, forfeit two hundred dollars (\$200.00) for each calendar day, or portion thereof, for each laborer, worker, or mechanic paid less than the stipulated prevailing rates for any work done under this Contract by CONTRACTOR or by any subcontractor; and CONTRACTOR agrees to comply with all provisions of Section 1775 of the Labor Code.

In case it becomes necessary for CONTRACTOR or any subcontractor to employ on the project under this Contract any person in a trade or occupation (except executives, supervisory, administrative, clerical, or other non-manual workers as such) for which no minimum wage rate is herein specified, CONTRACTOR shall immediately notify Owner who will promptly thereafter determine the prevailing rate for such additional trade or occupation and shall furnish CONTRACTOR with the minimum rate based thereon. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

14. Conflict of Interest

CONTRACTOR shall avoid all conflicts of interest, or appearance of conflict, in performing the services and agrees to immediately notify CITY of any facts that may give rise to a conflict of interest. CONTRACTOR is aware of the prohibition that no officer of CITY shall have any interest, direct or indirect, in this Agreement or in the proceeds thereof. During the term of this Agreement CONTRACTOR shall not accept employment or an obligation which is inconsistent or incompatible with CONTRACTOR'S obligations under this Agreement.

15. Governing Law, Jurisdiction and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to conflict of law or choice of law principles. Proper venue for legal actions will be exclusively vested in a state court in the County of Santa Clara. The parties agree that subject matter and personal jurisdiction are proper in state court in the County of Santa Clara, and waive all venue objections.

16. Records, Reports and Documentation

CONTRACTOR shall maintain complete and accurate records of its operation, including any and all additional records required by CITY in writing. CONTRACTOR shall submit to CITY any and all reports concerning its performance under this Agreement that may be requested by CITY in writing. CONTRACTOR agrees to assist CITY in meeting CITY's reporting requirements to the state and other agencies with respect to CONTRACTOR's work hereunder. All records, reports and documentation relating to the work performed under this Agreement shall be made available to City during the term of this Agreement.

17. Termination of Agreement

- A. If CONTRACTOR defaults in the performance of this Agreement, or materially breaches any of its provisions, CITY at its option may terminate this Agreement by giving written notice to CONTRACTOR. In the event of such termination, CONTRACTOR shall be compensated in proportion to the percentage of satisfactory services performed or materials furnished (in relation to the total which would have been performed or furnished) through the date of receipt of notification from CITY to terminate. CONTRACTOR shall present CITY with any work product completed at that point in time.

- B. Without limitation to such rights or remedies as CITY shall otherwise have by law, CITY also shall have the right to terminate this Agreement for any reason upon ten (10) days' written notice to CONTRACTOR. In the event of such termination, CONTRACTOR shall be compensated in proportion to the percentage of services performed or materials furnished (in relation to the total which would have been performed or furnished) through the date of receipt of notification from CITY to terminate. CONTRACTOR shall present CITY with any work product completed at that point in time.
- C. If CITY fails to pay CONTRACTOR, CONTRACTOR at its option may terminate this Agreement if the failure is not remedied by CITY within 30 days after written notification of failure to pay.

18. Subcontracting

None of the services covered by this Agreement shall be subcontracted without the prior written consent of CITY. Such consent may be issued with notice to proceed if subcontract CONTRACTORS are listed in the project work plan.

19. Compliance with Laws

- A. CONTRACTOR shall not discriminate against, or engage in the harassment of, any City employee or volunteer or any employee of CONTRACTOR or applicant for employment because of an individual's race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or veteran or military status, or any protected characteristic in violation of federal or state law. This prohibition shall apply to all of CONTRACTOR's employment practices and to all of CONTRACTOR's activities as a provider of services to the City.
- B. CONTRACTOR shall comply with all federal, state and city laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the Agreement.

20. Changes

CITY or CONTRACTOR may, from time to time, request changes in the terms and conditions of this Agreement. Such changes, which are mutually agreed upon by CITY and CONTRACTOR, shall be incorporated in amendments to this Agreement in accordance with Section 24 below.

21. Other Agreements

This Agreement shall not prevent either Party from entering into similar agreements with others.

22. Severability Clause

In case any one or more of the provisions contained herein shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions which shall remain in full force and effect.

23. Captions

The captions of the various sections, paragraphs and subparagraphs, of the contract are for convenience only and shall not be considered nor referred to for resolving questions of interpretation.

24. Entire Agreement; Amendment

This writing constitutes the entire agreement between the parties relating to the services to be performed or materials to be furnished hereunder. No modification of this Agreement shall be effective unless and until such modification is evidenced by writing as an amendment to this Agreement signed by all parties. If the amendment is signed electronically, the digital signatures must comply with the requirements of California Government Code Section 16.5.

25. Governing Law, Jurisdiction and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its conflict of law principles. Proper venue for legal actions will be exclusively vested in a state court in the County of Santa Clara. The parties agree that subject matter and personal jurisdiction are proper in state court in the County of Santa Clara, and waive all venue objections.

26. Miscellaneous

Time shall be of the essence in this Agreement. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision.

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF SUNNYVALE ("CITY")

BEAR ELECTRICAL SOLUTIONS INC.
("CONTRACTOR")

By _____
City Manager

By _____

Name and Title

ATTEST:

By _____

By _____

Name and Title

APPROVED AS TO FORM:

By _____
City Attorney

Exhibit A SCOPE OF WORK

Scope of Work – Contractor shall complete the project entitled “ Street Name Sign Removal and Replacement ” including but not limited to furnishing all labor, supervision, methods and processes, implements, tools, machinery, equipment, transportation, materials, and disposal for the removal of existing Internally Illuminated Street Name Sign fixtures and the install of new metal Street Name Signs at various locations throughout the City as specified in these detailed Scope of Work and Specifications,

The project consists of furnishing all labor and material, equipment, tools, and services necessary to remove existing Internally Illuminated Street Name Sign (IISNS) fixtures and install new metal Double Faced G7-Street Name Signs (SNS) per the technical specifications provided herein at various locations throughout the City per list of locations in Attachment "A."

Contractor to provide temporary traffic control (TTC) plan with checklist and must be approved by the City Transportation and Traffic Division prior to starting any work. Document can be found at this web address: [Temporary Traffic Control Checklist and Guidelines \(ca.gov\)](http://www.ca.gov)

The required work shall be done in the field and the Contractor shall be responsible for all repairs to the traffic signals equipment because of poor or bad workmanship in removing and de-energizing field wires for the existing IISNS at no additional expense to the City. This includes but it is not limited to shorting of field wires, damaged circuit breakers, damaged controller cabinet equipment, and four-way flash traffic signal, etc. Expenses incurred by the City for the previously mentioned reasons will be deducted from payments/compensation to contractor.

Contractor shall record date G7 SNS are installed at each location under “Date Installed” column on list provided in Attachment “A” Completed Installation Form and certificate of disposal of fluorescent tubes to be submitted with final invoice upon completion of final inspection for project.

Any materials or equipment furnished by the Contractor shall have manufacturer’s standard warranty covering defects. Warranty coverage start date shall be on date of final acceptance by the City’s Transportation Engineer and will ensure that the warranty requires the manufacturer to furnish replacements for any part or equipment found to be defective during the warranty period at no cost to the City of Sunnyvale within 10 calendar days of notification. Contractor shall replace any operational support supplies used during this warranty period at no additional cost to the City of Sunnyvale.

Contractor shall not access at any time the traffic signal controller cabinets without prior authorization from City’s Transportation Engineer or Inspector.

Contractor shall provide a Work Schedule for approval to the City’s Transportation Engineer at least three (3) weeks prior to start of the work. All changes to the approved schedule shall require approval from the City’s Transportation Engineer at least one (1) week in advance of the proposed work. Any changes to the schedule without proper approval from the City will result in the work being stopped by the City’s Transportation Engineer until changes have been approved by the City.

While specific project locations have been identified per Attachment A, the City reserves the right to add and remove locations per corresponding bid unit cost, or exchange locations of equal size.

Contractor shall attend one (1) pre-construction meeting and a minimum of 4 status update meetings for the duration of the project virtually via Microsoft TEAMS or in person at Sunnyvale City Hall (456 W. Olive Avenue, Sunnyvale, CA 94086) as determined and scheduled by the City’s Project Manager. Contractor shall bring the following, but not limited to an updated project schedule with location specific work planned. A representative of subcontractors shall be present at a minimum at the pre-construction meeting.

Technical Specifications – The Contractor shall supply and install double faced G7 – street name signs in accordance with the State of California, Department of Transportation Standard Specifications Section 82-2 Sign Panels, and these Special Provisions:

Signs shall have 3M Diamond Grade™ DG³ reflective sheeting series 4000. The Contractor shall supply and install Hawkins Adjustable SNS brackets. All G7 SNS panels shall include the street name, block numbers with directional arrows, cardinal direction where applicable. G7 SNS shall not contain any additional information such as "Street", "Way", "Drive" or "Avenue", etc. The G7 SNS panel must have a white border visible around the outer edges of the face, the entire panel shall be green except for lettering, block numbers, cardinal direction. G7 SNS panel font shall be Series E, EM, C or D with eight inches (8") in height upper case letters, six inches (6") in height lower case letter, three inches (3") in height block number, cardinal direction, and directional arrow. Contractor must provide a submittal for all G7 SNS under this project to the City Transportation Engineer for approval prior to the fabrication of the signs.

The sign faces shall be fabricated from flexible, colored, full-cube prismatic/micropismatic reflective sheeting tape and related processing material designed to enhance the visibility of the traffic control signs. The reflective sheeting for sign faces/finished signs shall have a smooth surface with a distinctive full-cube interlocking diamond seal pattern and orientation marks visible from the face. The sheeting must have pressure sensitive adhesive backing protected by a removable liner. The adhesive shall require no heat for proper bonding when applied in accordance with the manufacturer's recommendations to substrates 65 °F or higher. The reflective sheeting used for the sign fabrication must be White sheeting #4090, and Green sheeting #4097.

Attachment "A" List of Locations

STREET NAME SIGN REMOVAL AND REPLACEMENT - F23-170														
Attachment "C"														
		Total Existing & Type				Replace With				Replace With			Installation Date	
No.	Intersection Number	IISNS	IISNS 6'	IISNS 8'	IISNS 8' x 2'	Main Street	SNS 6'	SNS 8'	Font Series	Secondary Street	SNS 6'	SNS 8'		Font Series
1	7001	2	2			W HOMESTEAD	1		E	HOLLENBECK	1		E	
2	7003	4	4			W FREMONT	2		EM	S MARY	2		EM	
3	7004	4	4			W FREMONT	2		EM	HOLLENBECK	2		E	
4	7005	3	3			E FREMONT	2		EM	S WOLFE	1		EM	
5	7008	2	1	1		SUNNYVALE SARATOGA		1	C	W REMINGTON	1		E	
6	7008	2	1	1		SUNNYVALE SARATOGA		1	C	E REMINGTON	1		E	
7	7010	4	2	2		S FAIR OAKS	2		EM	OLD SAN FRANCISCO		2	D	
8	7011	4	2	2		S FAIR OAKS	2		EM	EVELYN	2		EM	
9	7012	3	2	1		N FAIR OAKS	1		EM	KIFER	2		EM	
10	7013	2	2			N FAIR OAKS	1		EM	E ARQUES	1		EM	
11	7013	2	1	1		N FAIR OAKS	1		EM	CENTRAL EXPRESS WEST		1	D	
12	7014	4	2	2		N FAIR OAKS	2		EM	E MAUDE	2		EM	
13	7015	3	1	2		N FAIR OAKS	2		EM	E DUANE	1		EM	
14	7016	2	2			N FAIR OAKS	1		EM	CALIENTE	1		EM	
15	7016	2	2			N FAIR OAKS	1		EM	SAN CONRADO	1		EM	
16	7017	3	3			S MATHILDA	2		EM	W MCKINLEY	1		EM	
17	7023	4	4			S MATHILDA	2		EM	W WASHINGTON	2		E	
18	7034	4	4			N WOLFE	2		EM	KIFER	2		EM	
19	7035	4	4			N MATHILDA	2		EM	W CALIFORNIA	2		EM	
20	7037	4	4			N WOLFE	2		EM	E ARQUES	2		EM	
21	7041	3	3			N MATHILDA	1		EM	W MOFFETT PARK		2	EM	
22	7042	3	3			N MATHILDA	1		EM	INNOVATION	2		E	
23	7043	4	4			N MATHILDA	2		EM	W JAVA	2		EM	
24	7046	4	4			S WOLFE	2		EM	E EVELYN	2		EM	
25	7048	2	1	1		SUNNYVALE SARATOGA		1	C	E FREMONT	1		EM	
26	7048	2	1	1		SUNNYVALE SARATOGA		1	C	W FREMONT	1		EM	
27	7053	4	4			S MATHILDA	2		EM	W OLIVE	2		EM	
28	7056	2	1	1		S WOLFE	1		EM	OLD SAN FRANCISCO		1	C	
29	7056	2	1	1		S WOLFE	1		EM	REED	1		C	
30	7061	4	4			N MATHILDA	2		EM	ROSS	2		EM	
31	7062	3	0	3		N FAIR OAKS	3		EM	N WOLFE	0			
32	7067	2		2		N WOLFE	0		EM	CENTRAL EXPRESS EAST	2		EM	

No.	Intersection Number	Total Existing & Type				Main Street	Replace With			Secondary Street	Replace With			Installation Date
		IISNS	IISNS 6'	IISNS 8'	IISNS 8' x 2'		SNS 6'	SNS 8'	Font Series		SNS 6'	SNS 8'	Font Series	
33	7068	2	2			W HOMESTEAD	0		E	WRIGHT	2		EM	
34	7072	4	4			S MATHILDA	2		EM	W IOWA	2		EM	
35	7074	2	2			S FAIR OAKS	0			OLIVE	2		EM	
36	7075	2	2			N MATHILDA	1		EM	W AHWANEE	1		EM	
37	7075	2	2			N MATHILDA	1		EM	ALMANOR	1		EM	
38	7082	1	1			SUNNYVALE SARATOGA		0	C	CHEYENNE	1		EM	
39	7082	1	1			SUNNYVALE SARATOGA		0	C	CONNEMARA	1		E	
40	7083	4	4			S MATHILDA	2		EM	INDIO	2		EM	
41	7085	2	1		1	S MATHILDA	1		EM	TALISMAN/SUNNYVALE-SARATOGA - Sign size 8' x 2'		1	EM	
42	7085	2	1		1	S MATHILDA	1		EM	SUNNYVALE /TALISMAN/SUNNYVALE-SARATOGA - Sign size 8' x 2'		1	EM	
43	7087	1	1			E FREMONT	0		EM	MANET	1		EM	
44	7087	1	1			E FREMONT	0		EM	BOBWHITE	1		EM	
45	7089	4	4			N FAIR OAKS	2		EM	TASMAN	2		EM	
46	7091	1	1			E FREMONT	0		EM	REMBRANDT	1		E	
47	7091	1	1			E FREMONT	0		EM	FIELDFAIR	1		EM	
48	7102	4	4			N FAIR OAKS	2		EM	E AHWANEE	2		EM	
49	7109	2	2			N FAIR OAKS	1		EM	FAIR OAKS	1		EM	
50	7113	2	1	1		N MATHILDA	1		EM	SR 237 EAST		1	B	
51	7114	4	2	2		N MATHILDA	2		EM	MOFFETT PARK	2		EM	
52	7117	1	1			HOMESTEAD	0			85 NORTH	1		EM	
53	7117	1	1			HOMESTEAD	0			BERNARDO		1	C	
54	7119	2	2			N MATHILDA	0			SAN ALESO	2		EM	
55	7126	4	4			S MATHILDA	2		EM	TENNIS CENTER	2		EM	
56	7127	1	1			W HOMESTEAD	0		E	BELLEVILLE	1		EM	
57	7128	4	4			W FREMONT	2		EM	WRIGHT	2		EM	
58	7130	3	3			S FAIR OAKS	1		EM	IRIS	2		EM	
59	7137	3	1	2		N MATHILDA	1		EM	US 101 NORTH		2	D	
60	7138	2	1	1		N MATHILDA	1		EM	US 101 SOUTH		1	D	

Note: This list is only meant to provide information on the location, quantity and size of street name signs. All signs per specifications provided in Section III of this bid document shall include, street name, cardinal direction, block numbers and directional arrows. Font series and size to be confirmed by manufacturer and approved by City prior to manufacturing them.

**Exhibit B
COMPENSATION**

ITEM	DESCRIPTION	QTY	UOM	UNIT PRICE	EXTENDED COST
1	Labor and materials to remove existing 6-ft Illuminated Street Name Sign and to install new 6-ft Double Sided Metal G7 Street Name Signs	143	EA	\$1,495.00	\$213,785.00
2	Labor and materials to remove existing 8-ft Illuminated Street Name Sign and to install new 8-ft Double Sided Metal G7 Street Name Signs	17	EA	\$1,835.00	\$31,195.00
3	Labor and materials to remove existing 8-ft by 24-in Illuminated Street Name Sign and to install new 8-ft by 24-in Double Sided Metal G7 Street Name Signs	2	EA	\$1,900.00	\$3,800.00
	Base Bid Sub Total				\$248,780.00
	Estimated sales tax (Materials)				\$7,874.17
	Base Bid Total				\$256,654.17

INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the Contractor, their agents, representatives, or employees.

Minimum Scope and Limits of Insurance. Contractor shall maintain limits not less than:

1. **Commercial General Liability:** coverage written on an occurrence basis with limits not less than \$2,000,000 per occurrence and \$4,000,000 aggregate for bodily injury, personal injury and property damage. ISO Occurrence Form shall be at least as broad as CG 0001.
2. **Automobile Liability:** coverage with a combined single limit of not less than \$1,000,000 per occurrence applying to all owned, non-owned, or hired vehicles used in conjunction with this contract for bodily injury and property damage. ISO Form shall be at least as broad as CA 0001.
3. **Workers' Compensation:** Statutory Limits and **Employer's Liability:** \$1,000,000 per accident for bodily injury or disease.

Industry Specific Coverages. If checked below, the following insurance is also required:

- ☐ **Liquor Liability coverage** written on an occurrence basis with limits not less than \$1,000,000 per occurrence.
- ☐ **Professional Liability / Errors and Omissions Liability** coverage with limits not less than \$2,000,000 per occurrence or claim.
- ☐ **Cyber & Tech Liability** coverage with limits not less than of \$1,000,000 per occurrence or claim.
- ☐ **Valuable Papers and Electronic Data Processing** with limits not less than \$10,000 each.
- ☐ **Crime coverage** with limits not less than \$500,000 to include third party premises endorsement.
- ☐ If working directly with minors, the Certificate of Insurance must include coverage for **molestation and sexual abuse** with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
- ☐ **Pollution Liability** coverage with limits not less than \$2,000,000 per occurrence.
- ☐ **MCS-90 Endorsement** to Business Automobile insurance for transportation of hazardous materials and pollutants.
- ☐ **Builder's Risk / Course of Construction** coverage written on an "all risk" basis with limits equal to the completed value of the project and no coinsurance penalty provisions.
- ☐ **Installation Floater** coverage written on an "all risk" basis with limits equal to the completed value of the project and no coinsurance penalty provisions.

- ☐ **Garage Liability coverage** written on an occurrence basis with limits not less than \$1,000,000 per occurrence.
- ☐ **Garage Keepers Liability coverage** with limits not less than \$100,000 per location.
- ☐ **On-Hook coverage** with limits not less than \$100,000 per vehicle.

Deductibles, Self-Insured Retentions and Other Coverages:

Any deductibles or self-insured retentions must be declared and reviewed by the City's Risk Manager. The Contractor shall guarantee payment of any losses and related investigations, claim administration and defense expenses within the deductible or self-insured retention.

The aforementioned insurance requirements can be met through any combination of self-insured, primary and excess/umbrella policies that fulfill the stipulated coverage as cited above.

Other Insurance Provisions:

1. During the term of the contract, the City of Sunnyvale, its officers, officials, employees, agents, and volunteers are to be covered as an additional insured in the Contractor's commercial general liability policy (and if industry specific coverage box is checked above, liquor liability, valuable papers, electronic data processing, cyber & tech liability, pollution liability, sexual abuse and molestation, builder's risk, and installation floater policies) with respect to liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents, or volunteers. Additional Insured Endorsement for ongoing operations at least as broad as ISO CG 20 10 Scheduled, or automatic CG 20 38 and completed operations shall be at least as broad as ISO CG 20 37 scheduled or automatic ISO CG 20 40. Contractor shall maintain commercial general liability insurance as required by this contract for a minimum of five years following the completion of this project. In the event contractor fails to obtain or maintain completed operations coverage as required by this agreement, the City at its sole discretion may purchase the coverage required and the cost will be paid by contractor.
2. During the term of the contract, the Contractor's Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Sunnyvale.
3. For all Architects, Engineers and Design Professionals - If Industry Specific Coverage box is checked above **and** if the Consultant's Professional Liability/Errors and Omissions coverage is written on a claims made basis:
 - a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - b. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the contract of work*.
 - c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of *three (3) years* after completion of contract work
4. If Industry Specific Coverage box is checked above, during the term of the contract, the Contractor's Builder's Risk / Course of Construction or Installation Floater policy shall provide coverage for any

building, structures, machinery or equipment that is damaged, impaired, broken or destroyed during the performance of the Work, including during transit, installation and testing. The policy shall name the City as a Loss Payee with respect to any repairs or replacement of any damaged property or other amounts payable under the policy.

5. For any claims related to this project, the Contractor's insurance shall be primary. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents and volunteers shall be excess of the Contractor's insurance and shall not contribute with it and shall be at least as broad as ISO CG 20 01 04 13.
6. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees, agents or volunteers.
7. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
8. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, 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 City.
9. Any umbrella or excess insurance liability policies shall be true "following form" of the underlying policy coverage, terms, conditions, and provisions and shall meet all of the insurance requirements stated in this document, including the additional insured, SIR, and primary and non-contributory insurance requirements for the benefit of City (if agreed to in a written contract or agreement) until all coverage carried by or available to the Contractor's primary and excess liability policies are exhausted and before the City's own Insurance or self-insurance shall be called upon to contribute to a loss.
10. The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated above shall not serve to reduce the Contractor's policy limits of coverage. Therefore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.

Acceptability of Insurers:

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, and who are admitted and authorized to do business and in good standing in California unless otherwise acceptable to the City's Risk Manager.

Verification of Coverage:

City utilizes PINSAdvantage.com (PINS) to track and verify all insurance related documents. City is no longer accepting Certificates of Insurance by mail and requires the use of PINS. City will email the Contractor requesting proof of insurance for this Contract through the PINS platform (no-reply@pinsadvantage.com), which include instructions on how to upload insurance documents electronically. Contractor shall furnish the City with an electronic Certificate of Insurance effecting the coverage required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf and name City of Sunnyvale, Attn: Risk Management, 456 W. Olive Ave, Sunnyvale, CA 94088 as the certificate holder. All certificates are to be received and approved by the City, Risk Manager prior to commencement of work.

The Contractor shall provide certificate(s) evidencing renewals of all insurance required herein prior to the expiration date of any such insurance. Contractor shall submit insurance certificates reflecting the policy

renewals through PINS. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Subcontractors

Contractor shall require all subcontractors to procure and maintain insurance policies subject to these requirements. Failure of Contractor to verify existence of sub-contractor's insurance shall not relieve Contractor from any claim arising from sub-contractors work on behalf of Contractor.

PERFORMANCE BOND

Invitation for Bids No. F23-170 STREET NAME SIGN REMOVAL AND REPLACEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the City of Sunnyvale ("City") has awarded to Bear Electric Solutions Inc. as principal ("Contractor"), a contract for the public work described as follows:

The project entitled " Street Name Sign Removal and Replacement " pursuant to the award made to said Principal by the Council of the City of Sunnyvale to do and perform the following work, to wit: furnish all tools, equipment, apparatus, facilities, labor, transportation, and material necessary to perform and complete in a good and workmanlike manner, the work as called for, and in the manner designated in, and in strict conformity with, the Plans and Specifications (the "work").

It is acknowledged that the contract provides for a one-year warranty period during which time this Bond remains in full force and effect. The contract and all of its terms and conditions are incorporated into this Bond by reference.

AND WHEREAS, the Contractor is required to furnish a bond in connection with the contract guaranteeing its faithful performance.

AND THEREFORE, we the undersigned Contractor as principal and _____ a _____, admitted and duly authorized to transact business under the laws of the State of California as surety, are held and firmly bound unto the City as obligee in the sum of Two Hundred Fifty Six Thousand Six Hundred Fifty Four and 17/100 Dollars (\$256,654.17) (which amount is not less than 100% of the contract price) to be paid to the City or its successors and assigns; and for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION of the obligation is such:

That if the Contractor, (or the Contractor's heirs, executors, administrators, successors or assigns) shall in all respects abide by, and well and truly keep and perform all of the covenants,

conditions and agreements in the contract (and any alteration made as provided in the contract) at the time and in the manner specified and in all respects according to their true intent and meaning; and if the contractor shall indemnify and save harmless the City, its officers, employees and agents, as stipulated in the contract, then this obligation shall become and be null and void; otherwise this obligation shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the contract, the obligation of the Contractor and surety under this Bond shall remain in effect for a period of one (1) year after the completion and acceptance of the work. During that time, if the Contractor (or the Contractor's heirs, executors, administrators, successors or assigns) fails to make full, complete and satisfactory repair and replacement or totally protect the City from any loss or damage made evident during that year which results from or is caused by either defective materials or faulty workmanship in the prosecution of the work, then the obligation shall remain in full force and effect. However, anything in this paragraph to the contrary notwithstanding, the obligation of the Surety shall continue so long as any obligation of the Contractor remains.

No prepayment or delay in payments, and no change, extension, addition or alteration of any provision of the contract or in the specifications agreed to between the Contractor and the City, or any forbearance on the part of the City shall operate to relieve the surety. The surety hereby waives the provisions of Section 2819 of the California Civil Code. The surety waives all rights of subrogation against the City or any person employed by the City. If the contract price increases by the issuance of change orders, the amount specified in this bond shall increase by the same amount.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this
_____ day of _____, 20____.

SURETY:

{Name}
(Address of Principal Place of Business)

Telephone No.:

Facsimile No.

By: _____
Attorney in Fact

**(Notice: The signatures of the Surety
and Contractor on this bond must be
acknowledged before a notary public.)**

CONTRACTOR:

Bear Electric Solutions Inc.
1252 State Street,
Alviso, CA 95002

By: _____

(Name: print or type)

Title: _____

By: _____
(Name: print or type)

Title: _____

PAYMENT BOND
Invitation for Bids No. F23-170
STREET NAME SIGN REMOVAL AND REPLACEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the City of Sunnyvale ("City") has awarded to Bear Electric Solutions Inc. as principal ("Contractor"), a contract for the work described as follows:

The project entitled " Street Name Sign Removal and Replacement" pursuant to the award made to said Principal by the City of Sunnyvale to do and perform the following work, to wit: furnish all tools, equipment, apparatus, facilities, labor, transportation, supervision and management necessary to perform and complete in a good and workmanlike manner, the work as called for, and in the manner designated in, and in strict conformity with, Invitation for Bids No. F23-170.

It is acknowledged that the contract provides for a one-year warranty period during which time this Bond remains in full force and effect. The contract and all of its terms and conditions are incorporated into this Bond by reference.

AND WHEREAS, the Contractor is required to furnish a bond in connection with the contract guaranteeing payment of persons who provide labor and material;

AND THEREFORE, we the undersigned Contractor as principal and _____, a
, admitted and duly authorized to transact business under the laws of the State of California, as surety, are held and firmly bound unto the City or its successors and assigns as obligee in the sum of
; (which amount is not less than 100% of the contract price) and for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION of the obligation is such:

That if the Contractor, (or the Contractor's subcontractors, heirs, executors, administrators, successors or assigns) fails to pay any of the persons named in Section 3181 of the Civil Code of the

State of California, or the amounts due under the Unemployment Insurance Code of the State of California with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code of the State of California, with respect to such work and labor, that the surety will pay for the same, in an amount not exceeding the sum specified in this bond, and also, in case suit is brought upon the bond, shall pay reasonable attorney's fees, to be fixed by the Court.

This bond shall inure to the benefit of any and all persons, companies, and corporations named in Section 3181 of the Civil Code of the State of California, so as to give a right of action to them or their assigns in any suit brought upon this bond.

No prepayment or delay in payments, and no change, extension, addition or alteration of any provision of the contract or in the specifications agreed to between the Contractor and the City, or any forbearance on the part of the City shall operate to relieve the surety. The surety hereby waives the provisions of Section 2819 of the California Civil Code. The surety waives all rights of subrogation against the City or any person employed by the City. If the contract price increases by the issuance of change orders, the amount specified in this bond shall increase by the same amount.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this
_____ day of _____, 20__.

SURETY:

{Name}
(Address of Principal Place of Business)

CONTRACTOR:

Bear Electric Solutions Inc.
1252 State Street,
Alviso, CA 95002

Telephone No.:

By: _____

Facsimile No.

(Name: print or type)

By: _____
Attorney in Fact

Title: _____

By: _____
(Name: print or type)

Title: _____

**(Notice: The signatures of the Surety
and Contractor on this bond must be
acknowledged before a notary public.)**

