

**AGREEMENT TO PROVIDE  
ANNUAL TRAFFIC SIGNAL MAINTENANCE SERVICES  
TO THE CITY OF BURLINGAME**

**THIS AGREEMENT** is made and entered into in the City of Burlingame, County of San Mateo, State of California, by and between the City of Burlingame, a municipal corporation [hereinafter City], and Bear Electrical Solutions [hereinafter Contractor], as of the 2<sup>nd</sup> day of August 2017.

**RECITALS**

- (A) City wishes to establish a contractual relationship with Contractor to provide services and materials on an routine, and emergency on-call basis when needed by City; and
- (B) City has outlined the scope of services required for this agreement in Exhibit A, the costs for the routine maintenance in Exhibit B, and the on-call/emergency callout in Exhibit C; and
- (C) City has qualified Contractor for providing these services and materials as to insurance and other provisions as specified in this Agreement; and
- (D) Contractor represents that it is a qualified and competent supplier of the services and items to be purchased under this Agreement.

**IT IS AGREED AS FOLLOWS:**

1. Scope of Services. The Contractor shall provide the following services:
  - (A) As requested by the Public Works Department, provide annual, semi-annual, quarterly, and monthly inspections of the City of Burlingame's traffic signal system, consisting of 15 intersections, 7 flashing beacons/RRFB, as well as service and repair on a Time & Materials basis as needed, including emergency call out.
  - (B) See Exhibits B and C for the cost of services and labor rates.
2. Time of Performance. The services of the Contractor are to be available upon the execution of this Agreement until June 30, 2018 with renewal options (commencing on July 1<sup>st</sup> of 2018) at the election of the City.
3. Request for Services. City will request services pursuant to this Agreement and the Contractor and the City shall execute a purchase order specifying the nature and cost of the services to be provided for that specific request. Contractor shall acknowledge receipt and acceptance of the requested materials and/or services by signing a copy of the purchase order and returning it to the City within ten (10) days unless directed to reply sooner.



4. Nonexclusivity. Nothing contained in this Agreement shall be construed or interpreted as giving the Contractor any exclusive right or priority to provide any or all of the services described in this Agreement, and the City shall remain free to use its own forces or any other person to provide some or all of those services as the City may in its sole discretion determine best meets the City's needs and wishes.
5. Compliance with Laws. The Contractor shall comply with all applicable laws, codes, ordinances, and regulations of governing federal, state and local laws. Contractor represents and warrants to City that it has all licenses, permits, qualifications and approvals of whatsoever nature, which are legally required for Contractor to practice its profession. Contractor represents and warrants to City that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Contractor to perform the services requested under this Agreement. If providing services in the City, **Contractor shall maintain a City business license pursuant to the City Municipal Code.**
6. Sole Responsibility. Contractor shall be responsible for employing or engaging all persons necessary to perform the services under this Agreement.
7. Cost of Services and Materials. Pricing for those services shall be in conformance with the price listing contained in Exhibit C attached hereto [or shall be specified in the purchase order and attachments to the purchase order for the specific services and materials requested by the City]. In no event shall purchases under this Agreement exceed a total of \$Two Hundred Fifty Thousand, Fifty-Four Dollars and No/100 (\$250,054.00) over a three-year period.
8. Information/Report Handling. All documents furnished to Contractor by the City and all reports and supportive data prepared by the Contractor under this Agreement are the City's property and shall be delivered to the City upon the completion of Contractor's services or at the City's written request. All reports, information, data, and exhibits prepared or assembled by Contractor in connection with the performance of its services pursuant to this Agreement are confidential until released by the City to the public, and the Contractor shall not make any of the documents or information available to any individual or organization not employed by the Contractor or the City without the written consent of the City before such release.
9. Availability of Records. Contractor shall maintain the records supporting this billing for not less than three (3) years following completion of the work under this Agreement. Contractor shall make these records available to authorized personnel of the City at the Contractor's offices during business hours upon written request of the City.
10. Project Managers. The designated Project Manager for the City is Andrew Wong who shall represent the City on all matters hereunder.
11. Notices. Any notice required to be given shall be deemed to be duly and properly given if mailed postage prepaid, and addressed to:





To City:       Attn: Traffic Signal Maintenance  
Public Works - Engineering  
City of Burlingame  
501 Primrose Road  
Burlingame, CA 94010  
Tel: (650) 558-7230

To Contractor:   Bear Electrical Solutions (BES)  
1341 Archer Street  
P.O. Box 924  
Alviso, CA 95002  
Tel: (408) 449-5178

or personally delivered to Contractor to such address or such other address as Contractor designates in writing to City.

12. Independent Contractor. It is understood that the Contractor, 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 City. As an independent contractor, neither Contractor nor any of its officers or employees shall obtain any rights to retirement benefits or other benefits which accrue to City employee(s). With prior written consent, the Contractor 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.
13. Nondiscrimination. Contractor warrants that it is an equal opportunity employer and shall comply with applicable regulations governing equal employment opportunity. Contractor does not and shall not 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. In performing services under this Agreement, Contractor shall not discriminate against any applicant or designer on the basis of age, sex, color, race, marital status, sexual orientation, ancestry, physical or mental disability, national origin, religion, or medical condition.
14. Insurance. Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, Contractor's agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's pricing. See Exhibit D.

A.     Minimum Scope of Insurance

Coverage shall be at least as broad as:



- i. Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 12 04 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be \$2,000,000.
- ii. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- iii. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- iv. If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor.

B. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

C. Other Insurance Provision

The policies are to contain, or be endorsed to contain the following provisions:

- i. General Liability and Automobile Liability Coverages
  - a. The City of Burlingame, its officers, officials, employees and volunteers are to be covered as insureds as respects: 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, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Burlingame, its officers, officials, employees, or volunteers. The endorsement providing this additional insured coverage shall be equal to or broader than ISO Form CG 20 10 11 85 and must cover joint negligence, completed operations, and the acts of subcontractors.



b. The Contractor's insurance coverage shall be primary insurance as respects the City of Burlingame, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Burlingame, its officers, officials, employees, or volunteers shall be excess of the Contractor's Insurance and shall not contribute with it.

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

d. 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.

ii. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the City of Burlingame, its officers, officials, employees, or volunteers for losses arising from work performed by the Contractor for the City of Burlingame.

iii. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt required, has been given to the City of Burlingame.

D. Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A-:VII and authorized to do business in the State of California.

E. Verification of Coverage

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

F. Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All



coverages for subcontractors shall be subject to all of the requirements stated herein.

15. Indemnification. The Contractor shall save, keep and hold harmless indemnify and defend the City its officers, agent, employees and volunteers from all damages, liabilities, penalties, costs, or expenses in law or equity that may at any time 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 Contractor, or any of the Contractor's officers, employees, or agents or any subcontractor. This provision shall not apply if the damage or injury is proximately caused by the gross or active negligence or willful misconduct of the City, its officers, agents, employees, or volunteers.
16. Prevailing Wages. Unless otherwise authorized in writing by the City, Contractor shall comply with Labor Code Sections 1774 and 1775. The current schedule of prevailing wage rates supplied by the State Department of Industrial Relations can be found at [www.dir.ca.gov/OPRL/PWD/index.htm](http://www.dir.ca.gov/OPRL/PWD/index.htm) or by writing to the Department of Labor Relations. The City shall not supply copies of this schedule for posting on the job site unless specifically requested to do so by the Contractor. If the Contractor intends to use a craft or classification not shown on the general prevailing wage determinations, it may be required to pay the wage rate of the craft or classification most closely related to it as shown in the general determinations effective at the time of the purchase order. If the Contractor intends to use a craft or classification not shown, it shall notify the City at least five (5) working days before the execution of the purchase order. It is the Contractor's obligation to ensure that prevailing wages are paid on this project in conformance with State law and regulations.
17. Time of the Essence. Prompt delivery of the services and materials is essential to this Agreement.
18. Termination.  
  
Upon fifteen (15) calendar days written notice to Contractor, City may, with or without cause and without prejudice to any other right or remedy of City, terminate the Contract for City's convenience. In such case, Contractor will be paid for (1) work satisfactorily completed prior the effective date of such termination, (2) furnishing of labor, equipment, and materials in accordance with the Contract Documents in connection with uncompleted work, (3) reasonable expenses directly attributable to termination, and (4) fair and reasonable compensation for associated overhead and profit. No payment will be made on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.
19. Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of the Agreement.






20. Modifications. No modification, waiver, termination, or amendment to this Agreement is effective unless made in writing signed by the City and the Contractor.
21. Severability. If any term of this Agreement is held invalid by a court of competent jurisdiction, the remainder of this Agreement shall remain in effect.
22. Entire Agreement. This Agreement sets forth the entire understanding between the parties.



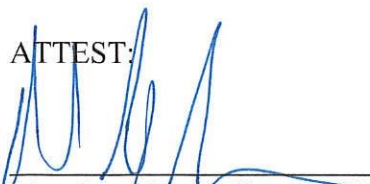
IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement on the date of 8/5/17.

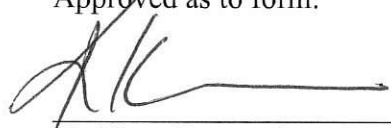
By   
Lisa K. Goldman, City Manager

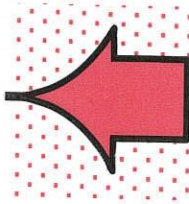
ROBERT ASUNCION  
Print Name

  
Signature

\_\_\_\_\_  
Vice President, Bear Electrical Solutions

ATTEST:   
Meaghan Hassel-Shearer, City Clerk

Approved as to form:  
  
Kathleen Kane, City Attorney







PUBLIC WORKS DEPARTMENT  
TEL: (650) 558-7230

## *The City of Burlingame*

CITY HALL - 501 PRIMROSE ROAD

CORPORATION YARD  
FAX: (650) 696-1598

May 22, 2017

### REQUEST FOR PROPOSAL

For

#### Professional Maintenance Services for Annual Traffic Signal Maintenance

The City of Burlingame is hereby requesting proposals for the services listed herein at the Office of the Director of Public Works, City of Burlingame, 501 Primrose Road, Burlingame, CA 94010. Proposals shall be submitted no later than **5:00 P.M. on June 13, 2017.**

#### INTRODUCTION

The City of Burlingame maintains 15 traffic signalized intersections, two flashing beacons, and five rectangular rapid flashing beacons (RRFB), within its limits. An additional 23 traffic signals are maintained by other entities or jurisdictions within Burlingame limits. Three signal interconnection systems currently run off the 15 existing traffic signals. Two systems are located along California Drive and Broadway, while the third system is located on Bayshore Highway.

In recent years, the City has contracted out the traffic signal maintenance and repair, while retaining the maintenance and repair of all streetlights for the City. The on-call traffic signal service contract work would include monthly, quarterly, half-yearly, annual maintenance work, emergency knock-down responses, and non-emergency repair work

#### 1. SCOPE OF SERVICES

This contract is an annual contract and shall be renewable subsequent to both parties agreeing to its implementation.

##### **A. TRAFFIC SIGNALS**

##### Monthly Routine Maintenance

- √ Visual inspection of controllers for proper operation.
- √ Visual inspection of all vehicular and pedestrian signals for proper operation.
- √ Check and actuate each pedestrian push button for proper operation.
- √ Visual inspection of all illuminated street name signs for proper operation.
- √ Manually record inspection date and time in controller cabinet and send written confirmation of monthly inspections with recommendations to Burlingame by intersection.

3-Month Routine Maintenance

- √ Visual inspection of roadway along loop detectors for exposed wires, cracks and potholes.
- √ Check detector amplifiers and tune as needed.
- √ Manually record inspection date and time in controller cabinets and send written confirmation of 3-month inspections with recommendations to Burlingame by intersection.

6-Month Routine Maintenance

- √ Check controller cabinet filter.
- √ Check ground rod clamp and wire.
- √ Check the presence of wire schematics and records in the cabinet.
- √ Check the operation of the fan.
- √ Check the operation of the ground fault receptacle.
- √ Measure and record voltage at service inputs in cabinet.
- √ Check for bent or missing visors and backplates.
- √ Check integrity of splices.
- √ Check for wear and function of electromechanical controllers.
- √ Check and match the time setting with time sheets on electromechanical and solid state controllers.
- √ Manually record inspection date and time in controller cabinets and send written confirmation of 6-month inspections with recommendations to Burlingame by intersection.

Yearly Routine Maintenance

- √ Replace all incandescent signal lamps included within the area-specific change-out program.
- √ Check all LED signal lamps.
- √ Clean and polish all lens and reflectors.
- √ Vacuum and clean controller cabinets and contents.
- √ Replace of cabinet filter.
- √ Check waterproof gasket seals on controller cabinets.
- √ Check water accumulation and duct sealants.
- √ Lubricate hinges and locks on controller cabinets.
- √ Check all signal heads and align when necessary.
- √ Check indicator lamps.
- √ Check all connectors.
- √ Check detector extensions.
- √ Check load switches.
- √ Check relays.
- √ Manually record inspection date and time in controller cabinets and send written confirmation of yearly inspection with recommendations to Burlingame by intersection.

On-Call Services

Provide telephone service for the receiving of notification of inoperative traffic signals including those items requiring emergency repair and service during normal business hours; and, an answering service for the receiving of notification of inoperative traffic signals requiring emergency repairs and service all times other than during normal business hours.

Provide service personnel available 24 hours per day to respond to traffic signal and controller emergency/trouble calls. Emergency signal service shall be on a time materials (T&M) basis with an overhead markup not to exceed 10%.

- √ Emergency calls must be responded to within 2 hours of receiving calls.
- √ Non-emergency calls must be responded to within five (5) working days.

Provide non-emergency signal repair/replacement services shall be on a time & materials (T&M) basis with an overhead markup not to exceed 15%.



Respond to Underground Service Alert (USA) calls and mark traffic signal utilities and wiring locations to USA standards within 48 hours of requests.

√ Respond to emergency USA requests as appropriate.

## 2. ADDITIONAL SCOPE OF SERVICES

Any additional work, including labor and materials outside of normal maintenance that is not listed in the scope of services, shall be approved in advance by the City prior to beginning the work. Hourly rate per personnel and equipment shall be provided as a part of the proposal.

## 3. ATTACHMENTS

Attachment A is the City Location Map of traffic signals to be maintained under this contract.  
Attachment B is a sample blank City Contract Agreement Form.

## 4. PROJECT SCHEDULE AND CONSULTANT SELECTION

### a. Schedule for Consultant Selection

Issue Proposal ..... May 23, 2017  
Proposals Due ..... June 13, 2017  
Negotiate scope and contract ..... June 2017  
Contract Award ..... July 3, 2017  
Implement Contract ..... July 5, 2017

### b. Proposal Requirements

The proposal should include the following components. The *suggested* maximum number of pages are also specified for each component. The proposal should be brief and concise.

√ Cover letter (1 page).  
√ Organization chart (1 page).  
√ Graphics or exhibits (4 pages max.) - Optional.

Statement of Qualifications (12 pages max.) - Provide a summary of firm's information, direct work experience, a list of four (4) references and resumes of key personnel.

√ List of recent similar work (2 pages max).  
√ Completed Bid Schedule (1 page) - Schedule to show a dollar cost per month for furnishing labor, materials and equipment, pursuant to Section 1 (Scope Of Services) and Section 5 (Bid Schedule) for streetlight and signalized intersection maintenance service.  
√ Prevailing wage rates.  
√ DIR

### c. Project Management and Billings

During the course of the contract and to support each and every invoice the contractor shall furnish monthly reports that shall include, but not be limited to, the following:

A narrative progress report of specific accomplishments during the reporting period, problems encountered or anticipated, plans for resolution of problems, accomplishments scheduled for the next reported period, and results of any significant activities.

A cost report for each task showing:

- (1) Current period and cumulative expenditures to date.
- (2) Estimated cost to complete and at completion.
- (3) Estimated date to complete.
- (4) Approved budget and approved contract amount.

- (5) A comparison of the estimated cost at completion with the approved budget to show any variance.

Completed reports are to be submitted monthly, together with invoice submittal, unless directed otherwise by the City's project manager. The invoice shall be accompanied by a cost breakdown showing specific person and classification being billed for the period by task.

- d. The contractor shall state his or her willingness to accept the terms and conditions in the Agreement for Professional Services attached. This is the City's standard agreement and the contractor shall list any items which cannot be met and the alternative working if necessary to ensure proper agreement terms.

- e. Insurance Requirements

General Liability ..... \$2,000,000  
Automotive Liability ..... \$1,000,000  
Worker's Compensation Insurance per State Law  
Additional insurance requirements as specified in Section 14 of Attachment B.

- f. Selection Criteria

Selection will be based on the following evaluation criteria listed below.

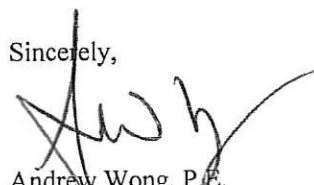
- ✓ Work program understanding.
- ✓ Experience in similar work.
- ✓ Ability to develop innovative solutions or implement advanced techniques.
- ✓ Past performance on quality of work and response time.
- ✓ Ability and commitment to meeting maintenance/repair schedules.
- ✓ Competitiveness of bid schedule submission.

Four (4) bounded copies of the proposals are to be submitted to:

Andrew Wong, Senior Engineer  
City of Burlingame  
501 Primrose Road  
Burlingame, CA 94010

For questions and additional information about this RFP, contact me at (650) 558-7230.

Sincerely,



Andrew Wong, P.E.  
Senior Engineer

Enclosures: Attachments A and B  
cc: Syed Murtuza, Director of Public Works  
Art Morimoto, Assistant Director of Public Works

CITY OF BURLINGAME  
 BID SCHEDULE FOR  
 ANNUAL TRAFFIC SIGNAL MAINTENANCE PROGRAM

<u>Item No.</u>	<u>Item Description</u>	<u>Estimated Quantity</u>	<u>Unit per Period</u>	<u>Unit Price</u>	<u>Item Total</u>
<u>Traffic Signals:</u>					
T1)	Monthly Routine Maintenance (per location)	22	each	_____	_____
T2)	3-Month Routine Maintenance (per location)	22	each	_____	_____
T3)	6-Month Routine Maintenance (per location)	22	each	_____	_____
T4)	Annual Routine Maintenance (per location)	22	each	_____	_____
T5)	Monthly Emergency Call-out Service	1	L.S.	_____	_____
T6)	Monthly Meeting w/City Staff	1	L.S.	_____	_____

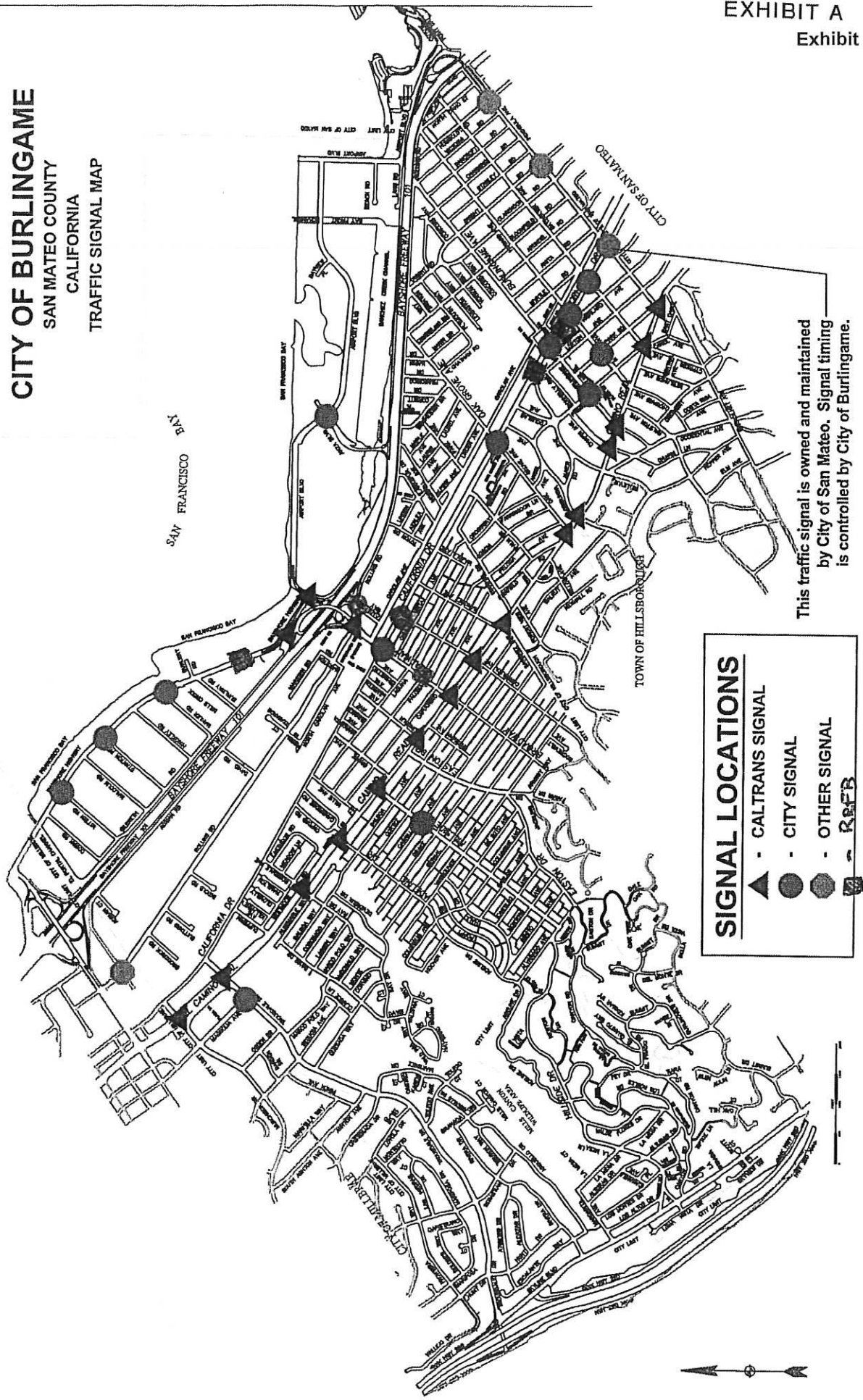
**TOTAL AMOUNT**

**\$** \_\_\_\_\_

**Total Amount in Words:** \_\_\_\_\_

\* Estimated quantities are used for bidding purposes only. Actual quantities will be established after contractor selection.

**CITY OF BURLINGAME**  
SAN MATEO COUNTY  
CALIFORNIA  
TRAFFIC SIGNAL MAP



This traffic signal is owned and maintained by City of San Mateo. Signal timing is controlled by City of Burlingame.

# EXHIBIT B

## CITY OF BURLINGAME BID SCHEDULE FOR ANNUAL TRAFFIC SIGNAL MAINTENANCE PROGRAM

<u>Item No.</u>	<u>Item Description</u>	<u>Estimated Quantity</u>	<u>Unit per Period</u>	<u>Unit Price</u>	<u>Item Total</u>
<u>Traffic Signals:</u>					
T1)	Monthly Routine Maintenance (per location)	22	each	\$50.00	\$1,100.00
T2)	3-Month Routine Maintenance (per location)	22	each	\$50.00	\$1,100.00
T3)	6-Month Routine Maintenance (per location)	22	each	\$50.00	\$1,100.00
T4)	Annual Routine Maintenance (per location)	22	each	\$50.00	\$1,100.00
T5)	Monthly Emergency Call-out Service	1	L.S.	\$25,000.00	\$25,000.00
T6)	Monthly Meeting w/City Staff	1	L.S.	\$5,000.00	\$5,000.00

**TOTAL AMOUNT**

\$ 34,400.00

**Total Amount in Words:** Thirty Four Thousand and Four Hundred Dollars and No Cents

\* Estimated quantities are used for bidding purposes only. Actual quantities will be established after contractor selection.



## Hourly Rates

City of Burlingame Traffic Signal Maintenance Services Proposed Fee Normal Working Hours		
Description	Units	Unit Price
Extraordinary Work - Bucket Truck and Electrician	HR	\$ 150.00
Crane and Electrician Pole Knockdown Service	HR	\$ 250.00
Second Electrician for Knockdown Service	HR	\$ 150.00
Overtime Hours		
Description	Units	Unit Price
Extraordinary Work - Bucket Truck and Electrician	HR	\$ 250.00
Crane and Electrician Pole Knock Down Service	HR	\$ 450.00
Second Electrician for Knockdown Service	HR	\$ 250.00
Misc Items		
Description	Units	Unit Price
Additional Material	LOT	Cost Plus 15%
Licensed Traffic Engineer - Signal Timing & Consulting	HR	\$ 125.00







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/10/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LIC #0056172 McSherry & Hudson  160 West Santa Clara Street Suite 715 San Jose, CA 95113 Vince Scolari  INSURED Bear Electrical Solutions, Inc.  1341 Archer Street  Alviso, CA 95002	1-888-845-2248	CONTACT NAME: PHONE (A/C, No, Ext): 408-550-2130 FAX (A/C, No): 408-550-2119 E-MAIL ADDRESS:  INSURER(S) AFFORDING COVERAGE INSURER A: BERKLEY ASSUR CO INSURER B: WEST AMERICAN INS CO INSURER C: NAVIGATORS SPECIALTY INS CO INSURER D: THE OHIO CASUALTY INS CO. INSURER E: INSURER F:
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**COVERAGES**

CERTIFICATE NUMBER: 50326700

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  <input checked="" type="checkbox"/> Per Project Aggregate GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	X	VUMB0142000	04/01/17	04/01/18	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	BAW57113287	04/01/17	04/01/18	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			LA17EXC900785IC	04/01/17	04/01/18	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
D	Rented/Leased Equipment			BMO57113287	04/01/17	04/01/18	Limit 157,000
D	Scheduled Equipment			BMO57113287	04/01/17	04/01/18	Limit 207,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Traffic Signal Maintenance

City of Burlingame its agents, representatives, and employees are to be covered as additional insured. Coverage is primary and non-contributory.

**CERTIFICATE HOLDER****CANCELLATION**

City of Burlingame  201 Primrose Road  Burlingame, CA 94010  USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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- (2) If the Limits of Insurance of any other insurance policy have been exhausted; or
- (3) To "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

## 2. EMPLOYEES AS INSURED

SECTION II - LIABILITY COVERAGE, paragraph A.1. - WHO IS AN INSURED is amended to include the following as an insured:

- f. Any "employee" of yours while using a covered "auto" you do not own, hire or borrow, but only for acts within the scope of their employment by you. Insurance provided by this endorsement is excess over any other insurance available to any "employee".
- g. An "employee" of yours while operating an "auto" hired or borrowed under a written contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business and within the scope of their employment. Insurance provided by this endorsement is excess over any other insurance available to the "employee".

## 3. ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT

SECTION II - LIABILITY COVERAGE, paragraph A.1. - WHO IS AN INSURED is amended to include the following as an insured:

- h. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed in a written contract, agreement, or permit issued to you by governmental or public authority, to add such person, or organization, or governmental or public authority to this policy as an "insured".

However, such person or organization is an "insured":

- (1) Only with respect to the operation, maintenance or use of a covered "auto";
- (2) Only for "bodily injury" or "property damage" caused by an "accident" which takes place after you executed the written contract or agreement, or the permit has been issued to you; and
- (3) Only for the duration of that contract, agreement or permit

## 4. SUPPLEMENTARY PAYMENTS

SECTION II - LIABILITY COVERAGE, Coverage Extensions, 2.a. Supplementary Payments, paragraphs (2) and (4) are replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic violations ) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the insured at our request, including actual loss of earnings up to \$500 a day because of time off from work.

## 5. AMENDED FELLOW EMPLOYEE EXCLUSION

In those jurisdictions where, by law, fellow employees are not entitled to the protection afforded to the employer by the workers compensation exclusivity rule, or similar protection, the following provision is added:

SECTION II - LIABILITY, exclusion B.5. FELLOW EMPLOYEE does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

SECTION III - PHYSICAL DAMAGE COVERAGE is amended as follows:

## 6. HIRED AUTO PHYSICAL DAMAGE

Paragraph A.4. Coverage Extensions of SECTION III - PHYSICAL DAMAGE COVERAGE, is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss or Collision coverage are provided under the Business Auto Coverage Form for any "auto" you own, then the Physical Damage coverages provided are extended to "autos":

- a. You hire, rent or borrow; or



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of 84

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To the extent possible, notice to us should include:

- (1) How, when and where the "accident" or "loss" took place;
- (2) The "insureds" name and address; and
- (3) The names and addresses of any injured persons and witnesses.

**20. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph A.5., Transfer of Rights of Recovery Against Others to Us, is amended by the addition of the following:

If the person or organization has waived those rights before an "accident" or "loss", our rights are waived also.

**21. HIRED AUTO COVERAGE TERRITORY**

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph B.7., Policy Period, Coverage Territory, is amended by the addition of the following:

- f. For "autos" hired 30 days or less, the coverage territory is anywhere in the world, provided that the insured's responsibility to pay for damages is determined in a "suit", on the merits, in the United States, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

This extension of coverage does not apply to an "auto" hired, leased, rented or borrowed with a driver.

**SECTION V - DEFINITIONS** is amended as follows:

**22. BODILY INJURY REDEFINED**

Under SECTION V - DEFINITIONS, definition C. is replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright or death resulting from any of these at any time.

**COMMON POLICY CONDITIONS**

**23. EXTENDED CANCELLATION CONDITION**

COMMON POLICY CONDITIONS, paragraph A. - CANCELLATION condition applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation. This provision does not apply in those states which require more than 60 days prior notice of cancellation.





**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>	<b>Location And Description Of Completed Operations</b>
As required by written contract executed prior to the date of occurrence but only to the extent permitted by law and the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.	Construction project sites at which you performed work for such additional insured.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – AUTOMATIC STATUS WHEN  
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - b. Supervisory, inspection, architectural or engineering activities.
2. "Bodily injury" or "property damage" occurring after:
  - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
  - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NONCONTRIBUTORY WORDING**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE

With respect to coverage provided to an additional insured via attachment of an Additional Insured endorsement to this policy, such coverage is primary insurance and we will not seek contribution from any other insurance available to that additional insured.

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED**



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

**Name of Person or Organization:**

To any person or organization provided you entered into the contract with that person or organization prior to any claim or loss to which this insurance applies.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.





# SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE  
07/10/2017

NAME OF INSURED: Bear Electrical Solutions, Inc.

Additional Description of Operations/Remarks from Page 1:

Additional Information:

Includes:

Additional Insured - ongoing operations per attached CG20330704.  
Additional Insured - completed operations per attached CG20370704.  
Primary and NonContributory Wording per attached VCAS20351110.  
Waiver of Subrogation per attached form CG24041093.

Auto Liability:

Additional Insured per attached form CA88100113.  
Waiver of Subrogation per attached form CA88100113.



Mr. Robert Baumgarten  
707 Laurel Avenue  
Burlingame, CA 94010





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/13/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson 12980 Metcalf Ave Suite 500 Overland Park KS 66213	CONTACT NAME: San Jose PHONE (A/C, No Ext): (408) 321-9901 FAX (A/C, NO): (360) 828-0699 EMAIL ADDRESS: Jerry.Sparks@bbsihq.com																					
INSURED Barrett Business Services, Inc. L/C/F BEAR ELECTRICAL SOLUTIONS, INC. 1341 ARCHER STREET SAN JOSE, CA 95131	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>ACE American Insurance Company</td><td>22667</td></tr><tr><td>INSURER B:</td><td></td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	ACE American Insurance Company	22667	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ-ECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> OCCUR DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	RWC C64374242  Covered states: CA	02/01/17	02/01/2018	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE - EA EMPLOYEE \$2,000,000 E.L. DISEASE - POLICY LIMIT \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER City of Burlingame 501 Primrose Road Burlingame Ca 94010	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATA THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Authorized Rep <i>Brian Hester</i>
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AGENCY CUSTOMER ID: \_\_\_\_\_

LOC: #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Arrowhead General Insurance Agency		NAMED INSURED: Barrett Business Services, Inc. L/C/F BEAR ELECTRICAL SOLUTIONS, INC. 1341 ARCHER STREET SAN JOSE, CA 95131
POLICY NUMBER RWC C64374242		
CARRIER ACE American Insurance Company	NAIC CODE 22667	
		EFFECTIVE DATE: 02/01/17

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,	
FORM NUMBER: 25	FORM TITLE: Certificate of Liability (01/14)
CERTIFICATE HOLDER: City of Burlingame	
ADDRESS: 501 Primrose Road Burlingame Ca 94010	
Re - Traffic Signal Maintenance	

