

**AGREEMENT FOR SERVICES BETWEEN
THE CITY OF SALINAS AND BEAR ELECTRICAL SOLUTIONS (BES)**

TRAFFIC SIGNAL MAINTENANCE, REPAIR AND SUPPORT

THIS AGREEMENT is executed this 19th day of December, 2018, ("Agreement" or "Contract") between the City of Salinas, a California Charter city and municipal corporation (hereinafter "City") and Bear Electrical Solutions, Inc., a **California corporation** (hereinafter "Contractor").

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:


1. **Scope.** Contractor hereby agrees to provide to the City, as the scope of services under this Agreement, the following services: to provide preventative and routine maintenance, responsive maintenance, emergency repair, and other support for equipment associated with the City's traffic signal system. The Contractor will provide this service for all traffic signals and associated equipment owned and operated by the City of Salinas. Scope of work is further discussed in Request for Qualifications – Traffic Signal Maintenance, Repair and Support, Attachment C and contractor's proposal dated 10/30/2018, Attachment D. All attachments referenced are incorporated herein.
2. **Timeliness.** Contractor shall perform all tasks in a timely fashion, as set forth more specifically in Section 3 below. Failure to so perform is hereby deemed a material breach of this Agreement, and City may terminate this Agreement with no further liability hereunder, or the city may agree in writing with Contractor to an extension of time.
3. **Term.** The work under this Agreement shall commence December 19th, 2018 and shall be completed by December 19th, 2021 unless City grants a written extension of time as set forth in Section 2 above.
4. **Payment.** City agrees to pay and Contractor agrees to accept as full and fair consideration for the performance of this Agreement, an amount not to exceed \$300,000 per year, as more fully described in Contractors compensation schedule, Attachment B. Contractor has no right of reimbursement for expenses under this Agreement. Compensation shall become due and payable 30 days after City's approval of Contractor's submission of monthly written invoices to the City. The payment of any compensation shall be contingent upon performance of the terms and conditions of this Agreement to the satisfaction of the City. If City determines that the work set forth in the written invoice has not been performed in accordance with the terms of this Agreement, City shall not be responsible for payment until such time as the work has been satisfactorily performed.
5. **Meet & Confer.** Contractor agrees to meet and confer with City or its agents or employees with regard to services as set forth herein as may be required by City to insure timely and adequate performance of this Agreement.
6. **Insurance.** Contractor shall procure and maintain for the duration of this Agreement,

insurance meeting the requirements specified in Attachment A hereto.

7. **Indemnification.** Contractor shall hold harmless, defend at its own expense, and indemnify City and its officers, officials, employees, agents, and volunteers from and against all liability, claims, damages, losses, and/or expenses including reasonable City attorney fees arising from all acts or omissions of Contractor or its officers, agents, or employees arising out of the performance of the work under this Contract, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the sole negligence or willful misconduct of the City.
8. **Licensing.** Contractor warrants that it is properly licensed to perform the work specified under this Agreement, including but not limited to possession of a current City business license.
9. **Termination.** City may terminate this Agreement upon ten days' written notice. The amount of damages, if any, as a result of such termination may be decided by negotiations between the parties or before a court of competent jurisdiction.
10. **Agency.** In performing the services specified under this Agreement, Contractor is hereby deemed to be an independent contractor and not an agent or employee of City.
11. **Non-Assignability.** The rights and obligations of Contractor hereunder are not assignable and cannot be delegated without written consent of City.
12. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties hereto and supersedes any and all prior agreements, whether oral or written, relating to the subject matter thereof. Any modification of the Agreement will be effective only if it is in writing signed by both parties hereto.
13. **Validity.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force without being impaired or invalidated in any way.
14. **Counterparts.** This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.
15. **Laws.** Contractor agrees that in the performance of this Agreement it will comply with all applicable State, Federal and local laws and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of California, County of Monterey, and City of Salinas.


IN WITNESS WHEREOF, this Agreement is entered into by the parties hereto on the day and year first written above.

CITY OF SALINAS




Ray E. Corpuz, Jr.
City Manager

APPROVED AS TO FORM:



Christopher A. Callihan, City Attorney, or
Rhonda Combs, Assistant City Attorney

BEAR ELECTRICAL SOLUTIONS, INC.



By (Printed Name): ROBERT ASUNCION
Its (Title): VICE PRESIDENT

Insurance Requirements

Contractor shall procure and maintain for the duration of the contract, and for three years thereafter, 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, his/her/its officers, agents, representatives, employees, and/or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** ("CGL"): Insurance Services Office ("ISO") Form CG 00 01 covering CGL on an occurrence basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO Form CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability**: ISO Form CA 0001 covering Code 1 (any auto), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation**: as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions** (if project involves environmental hazards): with limits no less than **\$1,000,000** per occurrence or claim, and **\$2,000,000** policy aggregate, on an annual basis.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Contractor requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. At the option of the City, either: the Contractor shall cause the insurer shall to reduce or eliminate such self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

Other Insurance Provisions

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

1. **The City, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by

or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

2. For any claims related to this project, the **Contractor's insurance coverage shall be primary** insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the City.

4. A copy of the claims reporting requirements must be submitted by Contractor to the City.

5. If the services involve lead-based paint or asbestos identification/remediation, the Contractor's Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractor's Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the City.

Waiver of Subrogation

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

Verification of Coverage

Contractor shall furnish the City with original Certificates of Insurance including an additional insured endorsement and all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

Maintenance of Insurance

Maintenance of insurance by Contractor as specified shall in no way be interpreted as relieving

Contractor of its indemnification obligations or any responsibility whatsoever and the Contractor may carry, at its own expense, such additional insurance as it deems necessary.

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Surety Bonds

Contractor shall provide the following Surety Bonds:

1. Payment bond
2. Performance bond

The Payment Bond and the Performance Bond shall be in a sum equal to the average monthly average expenditure. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

EXHIBIT "B"
COMPENSATION SCHEDULE
TRAFFIC SIGNAL MAINTENANCE, REPAIR & SUPPORT UNIT COSTS

| Item No. | Item | Unit of Measure | Cost |
|----------|---|-----------------|----------|
| 1 | Preventative and Routine Maintenance (each traffic signal) | | |
| 1A | Bi-Monthly Inspections | Each | 75.00 |
| 1B | Semiannual inspections | Each | 135.00 |
| 1C | Controller Cabinet Service | Each | 10.00 |
| 1D | Safe ty Lighting Replacement | Each | 350.00 |
| 2 | Signal maintenance supervisor (straight time) | Hour | 110.00 |
| 3 | Signal maintenance technician II (straight time) | Hour | 95.00 |
| | Signal apprentice (straight time) | Hour | 75.00 |
| 4 | General labor (straight time) | Hour | 75.00 |
| 5 | Signal maintenance supervisor (over time) | Hour | 205.00 |
| 6 | Signal maintenance technician II (over time) | Hour | 175.00 |
| | Signal Apprentice (over time) | Hour | 135.00 |
| 7 | General labor (over time) | Hour | 125.00 |
| 8 | Service Bucket truck | Hour | 30.00 |
| 9 | Furnish and Install vehicle LED 12" or 8" Red, Yellow, Green Balls | Each | 225.00 |
| 10 | Furnish and Install vehicle LED 12" or 8" Red, Yellow, Green Arrows | Each | 225.00 |
| 11 | Furnish and Install pedestrian signal countdown LED | Each | 285.00 |
| 12 | Furnish and Install back plate | Each | 200.00 |
| 13 | Furnish and Install visors | Each | 100.00 |
| 14 | Furnish and Install pedestrian push button | Each | 270.00 |
| 15 | Install, configure , and test City-Furnished APS system | Each | 4,500.00 |
| 16 | Furnish and Install pull box lid | Each | 140.00 |
| 17 | Furnish and Install hand-hole cover | Each | 190.00 |
| 18 | Install 6'x6' detector loop (Type A) | Each | 700.00 |
| 19 | Install 6'x6' detector loop (Type D) | Each | 750.00 |
| 20 | Install 6'x50' detector loop (Type C) | Each | 1,100.00 |
| 21 | Furnish and Install 1A pole (on existing foundation) | Each | 1,500.00 |
| 22 | Furnish and Install 1A pole with new foundation in dirt | Each | 3,900.00 |

| | | | |
|---------|---|---------|----------|
| 23 | Furnish and Install 1A pole with new foundation in concrete sidewalk walk | Each | 4,350.00 |
| 24 | Furnish and Install TV-1-T frame work and 12" LED indications | Each | 1,200.00 |
| 25 | Furnish and Install TV-2-T frame work and 12" LED indications | Each | 1,825.00 |
| 26 | Furnish and Install TV-3-T frame work and 12" LED indications | Each | 2,500.00 |
| 27 7 | Furnish and Install SV-1-T frame work and 12" LED indications | Each | 1,200.00 |
| 28 | Furnish and Install SV-2-T frame work and 12" LED indications | Each | 1,825.00 |
| 29 | Furnish and Install SV-3-T frame work and 12" LED indications | Each | 2,500.00 |
| 30 | Furnish and Install LT-2-T frame work and 12" LED indications | Each | 2,020.00 |
| 31 | Furnish and Install SP-1-T frame work and 12" LED indications | Each | 800.00 |
| 32 | Furnish and Install SP-2-T frame work and 12" LED indications | Each | 1,350.00 |
| 33 | Install City-Furnished Traffic Signal Cabinet | Each | 2,500.00 |
| 34 | Test City-Furnished Traffic Signal Cabinet | Each | 950.00 |
| 35 | Install City-Furnished Service Pedestal/Cabinet | Each | 950.00 |
| 36 | Install, configure , and test City-Furnished Battery Backup System | Each | 600.00 |
| 37 | Install, configure , and test City-Furnished Video Detection System | Each | 8,000.00 |
| 38 | Install punch down block, terminate SIC/Octal cable s, and communication | Each | 350.00 |
| 39 | Install City-Furnished Traffic Signal Controller in existing cabinet | Each | 330.00 |
| 40 | Percent Markup on materials | Percent | 20.0% |
| 41 | Underground Service Alerts – USA Requests | Each | 175.00 |
| 42 | Assist with New Traffic Signal Turn-On *Does not include truck | Hour | 110.00* |
| 43 | Assist with New Traffic Signal Constructions Inspections *Does not include truck | Hour | 110.00* |
| 44 | Camera Cleaning for Video Detection (Each Approach) | Each | 65.00 |
| | Other - Licensed Traffic Engineer | Hour | 150.00 |
| | Other | | |
| | Other | | |
| | | | |
| | | | |

BOND OF FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENT, that WHEREAS, the City of Salinas, Monterey County, State of California, pursuant to City Code Section 12-22, Traffic Signal Preventive Maintenance and Emergency Repair Service, has been awarded to Bear Electrical Solutions, Inc. hereinafter designated as "Principal," a Contract/Project for

TRAFFIC SIGNAL PREVENTIVE MAINTENANCE AND EMERGENCY REPAIR SERVICE

WHEREAS, said Principal is required under the terms of said Contract/Project to furnish a Bond for the faithful performance of said Contract/Project;

Now, therefore, We, the Principal and International Fidelity Insurance Company as Surety, are held and firmly bounded to the City of Salinas, Monterey County, California, in the penal sum of Twenty Five Thousand Dollars (\$ 25,000.00) Dollars, lawful money of the United States, being not less than 100% of the estimated Contract/Project cost of the work, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Principal, his/her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and faithfully perform the covenants, conditions, and agreements in the said Contract/Project and any alterations made as therein provided, on his/her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Salinas, its officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the said Contract/Project the above obligation in the amount of not less than 10% of the estimated Contract/Project cost, shall hold good for a period of 1 year after the completion acceptance of the said work, during which time if the above bound Principal, his/her or its heirs, executors, administrators, successors or assigns shall fail to make full complete and satisfactory repair and replacements or totally protect the said City of Salinas from loss or damage made evident during said period of 1 year from the date of acceptance of said work, and resulting from or caused by defective materials or faulty workmanship in the prosecution of the work done, the above obligation in the amount of not less than 10% of the total bid Proposal cost shall remain in full force and virtue, otherwise the above obligation shall be void. However, nothing in this paragraph to the contrary notwithstanding, the obligation of the Surety hereunder shall continue so long as any obligation of the Principal remains.

For any moneys earned by the Principal and withheld by the City of Salinas to ensure the performance of the Contract/Project, the Principal may, at his/her request and expense, substitute securities equivalent to the amount withheld in the form and manner and subject to the conditions provided within the Provisions Section 22300 of the Public Contracts Code of the State of California.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration and addition to the terms of the Contract/Project or to the work to be performed thereunder or the Specifications accompanying the same shall in anyway affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contractor or to the work or to the Specifications.

IN WITNESS WHEREOF the above bond parties have executed this instrument under their seals this
18th day of December, 20 18, the name and
corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned
representative; pursuant to authority of its governing body.


Principal Name: Bear Electrical Solutions, Inc.

Address: 1341 Archer Street

Alviso, CA 95002

(Attach Notary Acknowledgment)

By:  ROBERT ASUNCION-VP
(Signature in blue ink)

By:  ANDREW BADER-CFO
(Signature in blue ink)

Surety Name: International Fidelity Insurance Company

Address: 2999 Oak Rd., Suite 820

Walnut Creek CA 94597

(Attach Notary Acknowledgment)

By:  Patrick R. Diebel, Attorney-in-Fact
(Signature in blue ink)

By: _____
(Signature in blue ink)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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

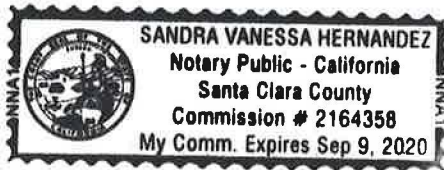
State of California)

County of Santa Clara)On December 19, 2018 before me, Sandra Hernandez, Notary Public,*Date**Here Insert Name and Title of the Officer*personally appeared Robert Asuncion, Andrew Bader*Name(s) of Signer(s)*

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

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

WITNESS my hand and official seal.



Signature

*Signature of Notary Public**Place Notary Seal Above***OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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

State of California)
County of Contra Costa)
On December 18, 2018 before me, Yvonne Roncagliolo, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Patrick R. Diebel
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Patrick R. Diebel
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

~~Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____~~

POWER OF ATTORNEY
INTERNATIONAL FIDELITY INSURANCE COMPANY
ALLEGHENY CASUALTY COMPANY

Bond # 0755676

One Newark Center, 20th Floor, Newark, New Jersey 07102-5207 PHONE: (973) 624-7200

KNOW ALL MEN BY THESE PRESENTS: That **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and **ALLEGHENY CASUALTY COMPANY** a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

VALERIE GARCIA, KELLY HOLTEMANN, NANCY L. HAMILTON, ROGER C. DICKINSON, THOMAS E. HUGHES, CHARLES R. SHOEMAKER, STANLEY D. LOAR, MARK M. MUNAKAWA, NERISSA S. BARTOLOME, JOAN DELUCA, PATRICK R. DIEBEL, YVONNE RONCAGLIOLO, ALICIA DASS

San Francisco, CA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of **ALLEGHENY CASUALTY COMPANY** at a meeting duly held on the 10th day of July, 2015 :

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **INTERNATIONAL FIDELITY INSURANCE COMPANY** and
ALLEGHENY CASUALTY COMPANY have each executed and attested these presents
on this 31st day of December, 2017



STATE OF NEW JERSEY
County of Essex

George R. James

Executive Vice President (International Fidelity Insurance Company) and
Vice President (Allegheny Casualty Company)



On this 31st day of December, 2017, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and of **ALLEGHENY CASUALTY COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark,
New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, December 18, 2018

A00467

Maria H. Branco, Assistant Secretary

PAYMENT BOND (LABOR & MATERIAL)

KNOW ALL MEN BY THESE PRESENT, that WHEREAS, the City of Salinas, Monterey County, State of California, pursuant to City Code Section 12-22, TRAFFIC SIGNAL PREVENTIVE MAINTENANCE AND EMERGENCY REPAIR, has been awarded to Bear Electrical Solutions, Inc. hereinafter designated as "Principal," a Contract/Project for

TRAFFIC SIGNAL PREVENTIVE MAINTENANCE AND EMERGENCY REPAIR

WHEREAS, said Principal is required to furnish a bond in connection and with said Contract/Project, providing that if said Principal, or any of his/her or its Subcontractors, shall fail to pay for any materials, provisions, provender or other supplies or teams used in, upon, for or about the performance for the work Contracted to be done, or for any work or labor done thereon of any kind, the Surety of this bond will pay the same to the extend hereinafter set forth;

WHEREAS, said Principal is required under the terms of said Contract/Project to furnish a Bond for the faithful performance of said Contract;

Now, therefore, We, the Principal and International Fidelity Insurance Company as Surety, are held and firmly bounded to the City of Salinas, Monterey County, California, in the penal sum of Twenty Five Thousand Dollars _____

(\$ 25,000.00) Dollars, lawful money of the United States, being not less than 100% of the estimated Contract/Project cost of the work, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal, his/her or its heirs, executors or administrators, successors or assigns, shall fail to pay for any materials, provisions, provender, or other supplies or teams used in, upon, for or about the performance of the work Contracted to be done, or for any work or labor thereon of any respect to such work or labor, as required by the provisions of Division 2, Part 1, Chapter 5 of the Public Contracts Code of the State of California, and provided that the persons, companies or other supplies, teams, appliances or power used in, upon, for or about the performance of the work contracted to be executed or performed, or any person, company or corporation renting or hiring teams or implements or machinery of power for or contributing to said work to be done, or any person who performs work or labor upon same, or any person who supplies both work and materials therefore, shall have complied with the provisions of said Government Code, then said Surety will pay the same in or to an amount not exceeding the amount hereinabove set forth, and also will pay in case suit is brought upon this bond, such reasonable attorney's fee as shall be fixed by the court, awarded and taxed as in the above-mentioned Code provided.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under said Government Code, so as to give a right to action to them or their assigns in any suit brought upon this bond.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract/Project or to the work to be performed thereunder or the Specifications accompanying the same shall in anyway affect its obligations of this bond and it does hereby

waive notice of any such change, extension of time, alteration or addition to the terms of the Contract/Project or to the work or to the Specifications.

IN WITNESS WHEREOF, the above bond parties have executed this instrument under their seals this 18th day of December, 2018, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative; pursuant to authority of its governing body.


Principal Name: Bear Electrical Solutions, Inc.

Address: 1341 Archer Street

Alviso, CA 95002

(Attach Notary Acknowledgment)

By:  - ROBERT ASUNCION - VP
(Signature in blue ink)

By:  - ANDREW BADER - CFO
(Signature in blue ink)

Surety Name: International Fidelity Insurance Company

Address: 2999 Oak Rd., Suite 820

Walnut Creek, CA 94597

(Attach Notary Acknowledgment)

By:  - Patrick R. Diebel, Attorney-in-Fact
(Signature in blue ink)

By: _____
(Signature in blue ink)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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

State of California)
County of Santa Clara)

On December 19, 2018 before me, Sandra Hernandez, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Robert Asuncion, Andrew Bader
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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

State of California)
County of Contra Costa)
On December 18, 2018 before me, Yvonne Roncagliolo, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Patrick R. Diebel
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Patrick R. Diebel
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

~~Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____~~

POWER OF ATTORNEY
INTERNATIONAL FIDELITY INSURANCE COMPANY
ALLEGHENY CASUALTY COMPANY

Bond # 0755676

One Newark Center, 20th Floor, Newark, New Jersey 07102-5207 PHONE: (973) 624-7200

KNOW ALL MEN BY THESE PRESENTS: That **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and **ALLEGHENY CASUALTY COMPANY** a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

VALERIE GARCIA, KELLY HOLTEMANN, NANCY L. HAMILTON, ROGER C. DICKINSON, THOMAS E. HUGHES, CHARLES R. SHOEMAKER, STANLEY D. LOAR, MARK M. MUNAKAWA, NERISSA S. BARTOLOME, JOAN DELUCA, PATRICK R. DIEBEL, YVONNE RONCAGLIOLO, ALICIA DASS

San Francisco, CA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of **ALLEGHENY CASUALTY COMPANY** at a meeting duly held on the 10th day of July, 2015 :

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **INTERNATIONAL FIDELITY INSURANCE COMPANY** and
ALLEGHENY CASUALTY COMPANY have each executed and attested these presents
on this 31st day of December, 2017



STATE OF NEW JERSEY
County of Essex

George R. James

Executive Vice President (International Fidelity Insurance Company) and
Vice President (Allegheny Casualty Company)



On this 31st day of December, 2017, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and of **ALLEGHENY CASUALTY COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark,
New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, December 18, 2018

Maria H. Branco, Assistant Secretary