



**SAN RAFAEL**  
THE CITY WITH A MISSION

Agenda Item No: 4.k

Meeting Date: September 3, 2024

**SAN RAFAEL CITY COUNCIL AGENDA REPORT**

Department: Public Works

Prepared by: Jonathan Schellin, Deputy  
Director

City Manager Approval:  \_\_\_\_\_

**TOPIC: CITYWIDE SAFETY ELECTRICAL SERVICES CONTRACT AWARD**

**SUBJECT: AWARD OF CITYWIDE SAFETY ELECTRICAL SERVICES AGREEMENT TO DC ELECTRIC AND AUTHORIZE THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT, FOR UP TO FIVE (5) YEARS FOR SERVICES IN THE TOTAL NOT-TO-EXCEED AMOUNT OF \$550,000 PER FISCAL YEAR.**

**RECOMMENDATION:**

Award of Citywide Safety Electrical Services agreement to DC Electric and authorize the City Manager to negotiate and enter into an agreement, for up to five (5) years for services in the total not-to-exceed amount of \$550,000 per fiscal year.

**BACKGROUND:**

The City of San Rafael has nearly 100 signalized intersections that require regular maintenance and repairs by technically certified technicians. This work includes monthly, quarterly, and annual preventative maintenance service, repairs and equipment replacement when needed, remote digital servicing, and 24/7 emergency response when a traffic signal becomes inoperable. DC Electric has been the City's contractor for these services for several years and has been an excellent partner in performing these vital services. DC Electric is also the primary contractor for these services for nearby jurisdictions, including the County of Marin. Requirements for this service include special certification as a Signal Maintenance Technician, the ability to respond to calls within 30-60 minutes (depending on the time of day), and access to specialized tools and equipment that the City does not have. Since 2021, the cost of these services has continued to increase, nearing \$300,000 last year alone. Major factors driving this cost increase include aging equipment needing more maintenance and replacement, increased technological complexity with controller systems, and the City's necessary implementation of battery backup systems (BBS) for traffic lights to ensure power supply during power outages.

The City of San Rafael is also responsible for over 4,500 street and pathway lights. The routine maintenance and inspection of these lights are covered under the [Street Light Maintenance and Repair Services Agreement](#) through the Marin General Services Authority (MGSA) agreement authorized in

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**FOR CITY CLERK ONLY**

**Council Meeting:**

**Disposition**

2020 and in effect through June 30, 2027. While this agreement covers the routine maintenance of the City's lights, it does not cover other streetlight-related work such as emergency response, knockdown repair, and replacement work. Over the past three years, the City has averaged \$85,000 in work per year, which is not covered by the MGSA agreement. This category of work is highly variable as it's impossible to predict how often a car might hit and damage a streetlight. The City has experienced several months of no collisions, followed by multiple collisions in a single month. The cost of each knockdown can range from a couple of thousand dollars up to \$60,000-\$70,000 per incident, depending on the equipment that's damaged. It's important to note that while these costs are deducted from the Public Works budget, the City often seeks reimbursement from the party that caused the property damage. Still, these costs need to be included in contract authorization and budget appropriations.

Additionally, the City often receives utility location and marking requests, otherwise known as USA (Underground Service Alerts), as part of the State's "Call Before You Dig" service. This service is governed by [California Government Code Section 4216](#), which requires agencies with underground installations, such as power lines, to respond within two working days to any requests submitted to the regional service. The City received over 3,600 requests last year and has averaged over 3,000 requests per year for the last three years. Most requests are investigated and responded to by a staff member in the Public Works Department. Requests requiring more complex investigation or marking are contracted out to DC Electric for their expertise and wider knowledge of the subsurface installations in our region. As the City continues to receive a growing number of requests, including an increase of over 25% since 2021, the demand for staff time has exceeded capacity. Therefore, the City has needed to contract out a growing number of these requests. The portion of tickets contracted out over the past two years has averaged over \$50,000 annually. If a jurisdiction does not respond to a USA ticket, it is liable for any damage to subsurface installations because of excavation at that site, along with civil penalties ranging from \$10,000 up to \$100,000, depending on the incident.

When combined, the traffic light, streetlight, and utility location and marking services total over \$425,000 annually. In addition to these services, the City needs more Battery Back-up Systems (BBS) installations and remote software management services to improve our traffic signal reliability and extend the useful life of the installations. This is estimated to cost \$75,000 per year, bringing the current total cost to approximately \$500,000.

**ANALYSIS:**

Per the [San Rafael Municipal Code 11.50](#), the Public Works Department issued a Request for Proposal (RFP) on July 8, 2024, with advertisements online and in the Marin Independent Journal. Three contractors expressed interest, and the City received two fully responsive proposals by the July 22, 2024, RFP deadline. Proposals were evaluated according to the City's competitive bidding process by a committee of engineering, operations, and administrative staff, as well as the requirements stated in the RFP.

After carefully reviewing each proposal, staff determined DC Electric was the lowest responsive and responsible bidder. Staff proposes to award a service agreement in the annual not-to-exceed amount of \$550,000 per fiscal year, for an initial term of 3 years, with the option to extend two times, for one year each. The \$550,000 amount is estimated to cover the three categories of service included in the RFP when projected out to the final year of the potential five-year term of the contract. DC Electric has gained deep institutional knowledge of the City's safety traffic signal and lighting systems and securing them for up to five years benefits the City with long-term reliability on these vital electrical systems.

**FISCAL IMPACT:**

Funding for Public Works services under this contract will come from multiple funds as determined by the type and location of work. The funding sources are the following:

- General Fund for citywide work for streetlights (001-44-33001-9232)
- Gas Tax Fund for traffic signal routine maintenance (206-44-33002-9231)
- Gas Tax Fund for traffic signal non-routine repairs and USA marking (206-44-3302-9270)
- Recreation Revolving Fund for lighting related to Community Services operations (222-66-42001-9222)
- Parking Services Fund for lighting related to Parking Services operations (501-14-52155-9222)
- When appropriate, various assessment district funds will be used if the work is in support of obligations for those districts.

Work planned under the proposed agreement for FY 2024-25 is within current budgeted amounts, and no additional appropriations are required for FY 2024-25. The FY 2024-25 adopted budget was approved on [June 17, 2024](#). Appropriation recommendations beyond FY 2024-25 will be included in the regular budgeting process each fiscal year.

**OPTIONS:**

The City Council has the following options to consider on this matter:

1. Authorize the City Manager to enter into the agreement as recommended.
2. Do not authorize the City Manager to enter into the agreement and provide further direction to staff.

**RECOMMENDED ACTION:**

Award of Citywide Safety Electrical Services agreement to DC Electric and authorize the City Manager to negotiate and enter into an agreement for up to five (5) years for services in the total not-to-exceed amount of \$550,000 per fiscal year.

**ATTACHMENTS:**

1. Draft Services Agreement

# CITY OF SAN RAFAEL

Department of Public Works  
111 Morphew Street  
San Rafael, CA 94901

## Public Works Contract

This public works contract ("Contract") is entered into by and between the City of San Rafael ("City") and DC Electric Group, Inc. ("Contractor"), a California corporation, for work on the City's Citywide Safety Electrical Services Project ("Project"), and is effective on \_\_\_\_\_ ("Effective Date").

The parties agree as follows:

**1. Scope of Work.** Contractor will perform and provide all labor, materials, equipment, supplies, transportation, and any and all other items or services necessary to perform and complete the work required for the Project ("Work"), as specified in **Exhibit A, Scope of Work**, and according to the terms and conditions of this Contract, including all attachments to the Contract and any other documents and statutes incorporated by reference. To the extent that any attachment contains provisions that conflict or are inconsistent with the terms set forth in the body of this Contract, the Contract terms will control. This Project requires a valid California contractor's license for the following classification(s): C-10, C-31, C-61/D31

**2. Contract Documents.** The Contract Documents incorporated into this Contract include and are comprised of all of the documents listed below:

- 2.1** Notice Inviting Bids;
- 2.2** Contract;
- 2.3** Addenda, if any;
- 2.4** Exhibit A – Scope of Work;
- 2.5** Exhibit B – Payment, Performance, and Bid Bonds;
- 2.6** Exhibit C – Noncollusion Declaration;
- 2.7** Exhibit D – Bid Schedule;
- 2.8** Exhibit E – Subcontractor List.

**3. Annual Not-to-Exceed Contract Amount.** As full and complete compensation for Contractor's timely performance and completion of the Work in strict accordance with the terms and conditions of the Contract Documents, City will pay Contractor a not-to-exceed amount of \$550,000 per year (the "Contract Price") for all of Contractor's direct and indirect costs to perform the Work, including all labor, materials, supplies, equipment, taxes, insurance, bonds and all overhead costs, in accordance with the payment provisions contained herein.

**3.1 Annual Rate Increases.** Contractor shall not increase its rates throughout the Term of this Contract, except that Contractor may adjust its rates no more than once annually at a maximum amount equal to the percentage change through December in the prior calendar year to the consumer price index ("CPI") for California, All Urban Consumers, San Francisco-Oakland-San Jose areas, not to exceed five percent (5%).

**3.2 Payment.** Contractor must submit an invoice on the first day of each month during the Contract Time, defined in Section 4 below, and/or upon completion, for the Work performed during the preceding month, itemizing labor, materials, equipment and any incidental costs incurred. Contractor warrants that title to all work, materials and equipment incorporated into the Work will pass to City free of any claims, liens, or encumbrances upon payment to Contractor.

**3.3 Payment and Performance Bonds.** If the Contract Price is over \$25,000, then Contractor must provide City with a payment bond and a performance bond using the bond forms included in this Contract as **Exhibit B, Bond Forms**, and submit the bonds with the executed Contract. Each bond must be issued by a surety admitted in California. If an issuing surety cancels a bond or becomes insolvent, Contractor must provide a substitute bond from a surety acceptable to City within seven days after written notice from City. If Contractor fails to substitute an acceptable surety within the specified time, City may, in its sole discretion and without prior notice to Contractor, purchase such bond(s) at Contractor's expense and deduct the cost from payments otherwise due to Contractor, or terminate the Contract.

**4. Term.** The term of this Contract shall be for three (3) years from the Effective Date. At the City's election, the Contract may be extended two times, each for a period not to exceed one (1) year.

**5. Liquidated Damages.** If Contractor fails to complete the Work within the Contract Time, Contractor must pay liquidated damages in the amount of **\$0** per day for each day of unexcused delay in completion.

**6. Standard of Care.** All Work must be provided in a manner that meets or exceeds the standard of care applicable to the same type of work in the City of San Rafael. Contractor must promptly correct, at Contractor's sole expense, any Work that the City determines is deficient or defective.

**7. Permits and Licenses.** Contractor, at its sole expense, must obtain and maintain during the term of this Contract, all appropriate permits, certificates and licenses including, but not limited to, the required California contractor's license and a City business license.

**8. Indemnification.** Contractor will indemnify, defend with counsel acceptable to City, and hold harmless to the full extent permitted by law, City, its governing body, officers, agents, employees, and volunteers (the "Indemnitees") from and against any and all liability, demands, loss, damage, claims, settlements, expenses, and costs (including, without limitation, attorney fees, expert witness fees, and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with the acts or omissions of Contractor, its employees, subcontractors, representatives, or agents in performing the Work of failing to comply with any obligation of Contractor under this Contract, except such Liability caused by the active negligence, sole negligence, or willful misconduct of an Indemnitee. This indemnification obligation is not limited by any limitation on the amount or type of damages or compensation payable under Workers' Compensation or other employee benefit acts, or by insurance coverage limits, and will survive the expiration or early termination of this Contract. City will notify Contractor of any third-party claim pursuant to Public Contract Code section 9201.

**9. Insurance.** Contractor will, at all times under this Contract, maintain the insurance coverage required in this section to cover the activities of Contractor and any subcontractors relating to or arising from performance of the Work. Each policy must be issued by a company licensed to do business in California, and with a strength and size rating from A.M. Best Company of A-VIII or better. Contractor must provide City with certificates of insurance and required endorsements as evidence of coverage with the executed Contract, or through the PINSAdvantage website <https://www.pinsadvantage.com/> upon request by the City, and before the City authorizes Contractor to proceed with the Work.

**9.1 Workers' Compensation.** Statutory coverage is required by the California Workers' Compensation Insurance and Safety Act. If Contractor is self-insured, it must provide its duly authorized Certificate of Permission to Self-Insure. In addition, Contractor must provide employer's liability insurance with limits of no less than one million dollars (\$1,000,000) per accident for bodily injury or disease.

**9.2 Liability.** Commercial General Liability ("CGL") insurance issued on an occurrence basis, including coverage for liability arising from Contractor's or its subcontractor's acts or omissions in performing the Work, including Contractor's protected coverage, blanket contractual, products and

completed operations, broad form property damage, vehicular coverage, and employer's non-ownership liability coverage, with limits of at least \$1,000,000 per occurrence and \$2,000,000 general aggregate.

**9.3 Automotive.** Commercial automotive liability coverage for owned, non-owned and hired vehicles must provide coverage of at least \$1,000,000 combined single limit per accident for bodily injury, death, or property damage.

**9.4 Subrogation Waiver.** Each required policy must include an endorsement that the insurer waives any right of subrogation it may have against the City or the City's insurers.

**9.5 Required Endorsements.** The CGL policy and the automotive liability policy must include the following specific endorsements:

- (1) The City, including its Council, officials, officers, employees, agents, volunteers and consultants (collectively, "Additional Insured") must be named as an additional insured for all liability arising out of the operations by or on behalf of the named insured, and the policy must protect the Additional Insured against any and all liability for personal injury, death or property damage or destruction arising directly or indirectly in the performance of the Contract.
- (2) The inclusion of more than one insured will not operate to impair the rights of one insured against another, and the coverages afforded will apply as though separate policies have been issued to each insured.
- (3) The insurance provided is primary and no insurance held or owned by City may be called upon to contribute to a loss ("primary and non-contributory").
- (4) Any umbrella or excess insurance must contain or be endorsed to contain a provision that such coverage will also apply on a primary or non-contributory basis for the benefit of City before the City's own insurance or self-insurance will be called upon to protect it as a named insured.
- (5) This policy does not exclude explosion, collapse, underground excavation hazard, or removal of lateral support.

**10. Labor Code Compliance.** Unless the Contract Price is \$1,000 or less, the Contract is subject to all applicable requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code, beginning at section 1720, and the related regulations, including but not limited to requirements pertaining to wages, working hours and workers' compensation insurance. Contractor must also post all job site notices required by laws or regulations pursuant to Labor Code section 1771.4.

**10.1 Prevailing Wages.** Each worker performing Work under this Contract that is covered under Labor Code section 1720 or 1720.9, must be paid at a rate not less than the prevailing wage as defined in sections 1771 and 1774 of the Labor Code. The prevailing wage rates are on file with the City Engineer's office and are available online at <http://www.dir.ca.gov/DLSR>. Pursuant to Labor Code section 1775, Contractor and any subcontractor will forfeit to City as a penalty up to \$200 for each calendar day, or portion of a day, for each worker paid less than the applicable prevailing wage rate, in addition to paying each worker the difference between the applicable wage rate and the amount actually paid.

**10.2 Working Day.** Pursuant to Labor Code section 1810, eight hours of labor consists of a legal day's work. Pursuant to Labor Code section 1813, Contractor will forfeit to City as a penalty the sum of \$25 for each day during which a worker employed by Contractor or any subcontractor is required or permitted to work more than eight hours during any one calendar day, or more than 40 hours per calendar week, unless such workers are paid overtime wages under Labor Code section 1815. All Work

must be carried out during regular City working days and hours unless otherwise specified in Exhibit A or authorized in writing by City.

**10.3 Payroll Records.** Contractor and its subcontractors must maintain certified payroll records in compliance with Labor Code sections 1776 and 1812, and all implementing regulations promulgated by the Department of Industrial Relations (“DIR”). For each payroll record, Contractor and its subcontractors must certify under penalty of perjury that the information in the record is true and correct, and that it has complied with the requirements of Labor Code sections 1771, 1811, and 1815. Unless the Contract Price is under \$25,000, Contractor must electronically submit certified payroll records to the Labor Commissioner as required under California law and regulations.

**10.4 Apprentices.** If the Contract Price is \$30,000 or more, Contractor must comply with the apprenticeship requirements in Labor Code section 1777.5.

**10.5 DIR Monitoring, Enforcement, and Registration.** This Project is subject to compliance monitoring and enforcement by the DIR pursuant to Labor Code section 1725.5, and, subject to the exception set forth below, Contractor and any subcontractors must be registered with the DIR to perform public works projects. The registration requirements of Labor Code section 1725.5 do not apply if the Contract Price is for under \$25,000.

**11. Workers’ Compensation Certification.** Under Labor Code section 1861, by signing this Contract, Contractor certifies as follows: “I am aware of the provisions of Labor Code section 3700 which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work on this Contract.”

**12. Termination.**

**12.1 Termination for Convenience.** City reserves the right to terminate all or part of the Contract for convenience upon written notice to Contractor. Upon receipt of such notice, Contractor must: immediately stop the Work, including under any terms or conditions that may be specified in the notice; comply with City’s instructions to protect the completed Work and materials; and use its best efforts to minimize further costs. In the event of City’s termination for convenience, Contractor waives any claim for damages, including for loss of anticipated profits from the Project. If City terminates the Contract for convenience, City will only owe Contractor payment for the Work satisfactorily performed before Contract termination, as well as five percent of the total value of the Work performed as of the date of notice of termination or five percent of the value of the Work yet to be completed, whichever is less, which is deemed to cover all overhead and profit to date.

**12.2 Termination for Default.** The City may terminate this Contract for cause for any material default. Contractor may be deemed in default for a material breach of or inability to perform the Contract, including Contractor’s refusal or failure to supply sufficient skilled workers, proper materials, or equipment to perform the Work within the Contract Time; refusal or failure to make prompt payment to its employees, subcontractors, or suppliers or to correct rejected work; disregard of laws, regulations, ordinances, rules, or orders of any public agency with jurisdiction over the Project; lack of financial capacity to complete the Work within the Contract Time; or responsibility for any other material breach of the Contract requirements. If City terminates the Contract for cause, City will only owe Contractor payment for the Work satisfactorily performed before Contract termination.

**13. Dispute Resolution.** Any dispute arising under or related to this Contract is subject to the dispute resolution procedures of Public Contract Code sections 9401 and 20104 et. seq., which are incorporated by reference.

**14. Waiver.** A waiver by City of any breach of any term, covenant, or condition in this Contract will not be deemed a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, regardless of the character of any such breach.

**15. Warranty.** Contractor guarantees and warrants the Work and the materials used or provided for the Project for a period of one year, beginning upon City's acceptance of the Work for the Project as complete ("Warranty Period"). During the Warranty Period, upon notice from the City of any defect in the Work or the materials, Contractor must, at its sole expense, promptly repair or replace the defective Work or materials, including repair or replacement of any other Work or materials that is or are displaced or damaged during the warranty work, excepting any damage resulting from ordinary wear and tear.

**16. Worksite Conditions.**

**16.1 Clean and Safe.** Contractor must maintain the Work site and staging and storage areas in a clean and neat condition and must ensure it is safe and secure. On a daily basis the Contractor must remove and properly dispose of debris and waste materials from the Work site.

**16.2 Inspection.** Contractor will make the Work accessible at all times for inspection by the City.

**16.3 Hazardous Materials.** Unless otherwise specified in the Contract documents, this Contract does not include the removal, handling, or disturbance of any asbestos or other hazardous materials, as identified by any federal, state, or local law or regulation. If Contractor encounters materials on the Project site that Contractor reasonably believes to be asbestos or other hazardous materials, and the asbestos or other hazardous materials have not been rendered harmless, Contractor may continue Work in unaffected areas reasonably believed to be safe, but must immediately cease Work on the area affected and report the condition to City. No asbestos, asbestos-containing products or other hazardous materials may be used in performance of the Work.

**16.4 Utilities, Trenching and Excavation.** As required by Government Code section 4215, if, during the performance of the Work, Contractor discovers utility facilities not identified by City in the Contract documents, Contractor must immediately provide written notice to City and the utility. In performing any excavations or trenching work, Contractor must comply with all applicable operator requirements in Government Code sections 4216 through 4216.5. If the trenching or excavation extends deeper than four feet below the surface, then it must also comply with Public Contract Code section 7104.

**17. Records.** Unless otherwise specified in Exhibit A, Contractor must maintain and update a separate set of as-built drawings while the Work is being performed, showing changes from the Work as planned in Exhibit A, or any drawings incorporated into this Contract. The as-built drawings must be updated as changes occur, on a daily basis if necessary.

**18. Conflicts of Interest.** Contractor, its employees, subcontractors and agents, may not have, maintain or acquire a conflict of interest in relation to this Contract in violation of any City ordinance or policy or in violation of any California law, including under Government Code section 1090 et seq. and under the Political Reform Act as set forth in Government Code section 81000 et seq. and its accompanying regulations. Any violation of this Section constitutes a material breach of the Contract.

**19. Non-Discrimination.** No discrimination will be made in the employment of persons under this Contract because of the race, color, national origin, ancestry, religion, gender or sexual orientation of such person.

**20. Independent Contractor.** City and Contractor intend that Contractor will perform the Work under this Contract as an independent contractor. Contractor is solely responsible for its means and methods in performing the Work. Contractor is not an employee of City and is not entitled to participate in health, retirement or any other employee benefits from City.



**21. Assignment of Unfair Business Practice Claims.** Under Public Contract Code section 7103.5, Contractor and its subcontractors agree to assign to City all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. section 15) or under the Cartwright Act (Chapter 2 (commencing with section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or any subcontract. This assignment will be effective at the time City tenders final payment to Contractor, without further acknowledgement by the parties.

**22. Notice.** Any notice, billing, or payment required by or pursuant to the Contract documents must be made in writing, signed, dated and sent to the other party by personal delivery, U.S. Mail, a reliable overnight delivery service, or by email as a PDF (or comparable) file. Notice is deemed effective upon delivery unless otherwise specified. Notice for each party must be given as follows:

**City:**  
Address: 111 Morphew Street  
City/State/Zip: San Rafael, CA 94901  
Phone: 415-485-5063  
Attn: Joanna Kwok, Assistant Director of Public Works  
Email: [Joanna.kwok@cityofsanrafael.org](mailto:Joanna.kwok@cityofsanrafael.org)

**Contractor:**  
Name: DC Electric Group, Inc.  
Address: P.O. Box 7525; 605 W. Sierra Ave  
City/State/Zip: Cotati, CA 94931  
Phone: 707-992-0141  
Attn: Tim Carter  
Email: [Tim@dcelectricgroup.com](mailto:Tim@dcelectricgroup.com)

**23. General Provisions.**

**23.1 Compliance with All Laws.** Contractor will comply with all applicable federal, state, and local laws and regulations including, but not limited to, unemployment insurance benefits, FICA laws, conflict of interest laws, and local ordinances. Work may only be performed by qualified and experienced workers who are not employed by the City and who do not have any contractual relationship with City, with the exception of this Contract.

**23.2 Provisions Deemed Inserted.** Every provision of law required to be inserted in the Contract is deemed to be inserted, and the Contract will be construed and enforced as though such provision has been included. If it is discovered that through mistake or otherwise that any required provision was not inserted, or not correctly inserted, the Contract will be deemed amended accordingly.

**23.3 Assignment and Successors.** Contractor may not assign its rights or obligations under this Contract, in part or in whole, without City's written consent. This Contract is binding on Contractor's and City's lawful heirs, successors and permitted assigns.

**23.4 Third Party Beneficiaries.** There are no intended third-party beneficiaries to this Contract.

**23.5 Governing Law and Venue.** This Contract will be governed by California law and venue will be in the Superior Court of Marin County, and no other place.

**23.6 Amendment.** No amendment or modification of this Contract will be binding unless it is in a writing duly authorized and signed by the parties to this Contract.

**23.7 Integration; Severability.** This Contract and the Contract documents incorporated herein, including authorized amendments or change orders thereto, constitute the final, complete, and exclusive terms of the agreement between City and Contractor. If any provision of the Contract documents, or portion of a provision, is determined to be illegal, invalid, or unenforceable, the remaining provisions of the Contract documents will remain in full force and effect.

**23.8 Authorization.** Each individual signing below warrants that he or she is authorized to do so by the party that he or she represents, and that this Contract is legally binding on that party. If Contractor is a corporation, signatures from two officers of the corporation are required pursuant to California Corporation Code section 313.

*[Signatures are on the following page.]*

The parties agree to this Contract as witnessed by the signatures below:

**CITY:**

Approved as to form:

s/ \_\_\_\_\_  
CRISTINE ALILOVICH, City Manager

s/ \_\_\_\_\_  
ROBERT F. EPSTEIN, City Attorney

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

s/ \_\_\_\_\_  
LINDSAY LARA, City Clerk

Date: \_\_\_\_\_

**CONTRACTOR:** \_\_\_\_\_  
Business Name

s/ \_\_\_\_\_

Seal:

\_\_\_\_\_  
Name/Title

Date: \_\_\_\_\_

s/ \_\_\_\_\_

\_\_\_\_\_  
Name/Title

Date: \_\_\_\_\_

\_\_\_\_\_  
Contractor's California License Number(s) and Expiration Date(s)

- Exhibit A: Scope of Work**
- Exhibit B: Bond Forms**
- Exhibit C: Noncollusion Declaration**
- Exhibit D: Bid Schedule**
- Exhibit E: Subcontractor List**

END OF CONTRACT

**Exhibit A**  
**SCOPE OF WORK**

# Exhibit A

## General Info

### Total:

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Number	Description
Citywide Safety Electrical Service - Traffic and Street Lighting	The City of San Rafael (City) hereby requests proposals for Safety Electrical Services for traffic and street lights. It is the intent of the City to hire a fully-licensed contractor. The City requires that the Contractor provide monthly, quarterly, semi-annual, and annual maintenance on all signals, flashing beacons, and other related safety lighting as listed below. Maintenance includes emergency, routine, USA Locate & Mark services, and preventative work.
<b>Deadline</b>	
07/22/2024 11:00 AM PDT	
<b>Vendor</b>	
DC Electric Group, Inc.	Proposals shall be submitted by businesses that have a capable and demonstrable performance in the type of work described in this Request for Proposals document, including all Attachments (hereafter together referred to as the "RFP"). In addition, all interested businesses shall have sufficient, readily available resources, in the form of trained personnel, support services and financial resources to carry out the work without delay or shortcomings. The Contractor will be required to perform and complete electrical services janitorial services by providing all labor, tools, transportation, equipment, materials, and supplies necessary to complete all work. Work must be completed in a professional, thorough and timely manner, in accordance with the standards and specifications as contained in this RFP or stated by the City Representative. The term of the initial contract will be two years. At the City's discretion, the contract can be extended twice for a period not to exceed one (1) year each time upon proper authorization by the Parties.
<b>Submitted</b>	
07/22/2024 10:48 AM PDT	
<b>Signed by</b>	
Timothy Carter <b>Account Holder</b> Timothy Carter	
<b>Opened</b>	
07/23/2024 10:41 AM PDT By jonathan.schellin@cityofsanrafael.org	The City will retain submitted bids for the duration of this service to build a list of available vendors should the City need to secure a new contractor. All submitted bid pricing shall be good for up to one year from the date of bid closing. Subsequent year's rate increases are limited to a maximum of five percent (5%) per year. Interested businesses are invited to submit proposals in accordance with the requirements of this RFP summarized in Section 6.
Electronic submittals must be completed using the Bid Express platform containing this solicitation. Information including the project documents and a how-to guide for first time Bid Express users can be found on the San Rafael Bid Express home page at <a href="https://www.bidexpress.com/businesses/39341/home">https://www.bidexpress.com/businesses/39341/home</a> . Please note that you will have to register for a free Bid Express account to view project solicitations and download documents, and Bid Express may charge a fee to submit you proposal.	
<b>Allows zero unit prices and labor</b>	
Yes	
<b>Allows negative unit prices and labor</b>	
Yes	

## Attachment List

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RFP Safety Electrical Services Citywide 2024.docx (88.6 KB)

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Attachment A - Citywide Safety Electrical SOW.pdf (288 KB)

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Attachment B - RFP Electrical Services Bid Schedule.pdf (229 KB)

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Attachment C - Formal Construction Agreement Template.docx (252 KB)

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RFP Citywide Electrical Pre Bid Meeting Q&A.docx (32.3 KB)

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## BID SCHEDULE - DIRECTIONS

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The monthly cost or unit cost for each item must be inclusive of all labor costs, whether direct or indirect, transportation, profit and any other overhead. **A pre-bid meeting will be held virtually, attendance is optional. All questions presented during the meeting will be posted and answered on Bid Express platform.**

The City will retain submitted bids for the duration of this service to build a list of available vendors should the City need to secure a new contractor. All submitted bid pricing shall be good for up to one year from the date of bid closing. Subsequent year's rate increases are limited to a maximum of five percent (5%) per year. Selection and award of contract is for a not-to-exceed (NTE) amount, and does not guarantee the amount stated in the contract will be met during the term of the contract.

Bid is awarded based on who is the lowest, responsive and responsible bidder. In determining the lowest responsive and responsible bidder, the following shall be taken into consideration:

1. The quality, suitability and efficiency of the supplies, materials, equipment or services;
2. The total or life cycle cost of the supplies, materials, equipment or services;
3. The delivery, discount terms, and all other conditions submitted in the bid;
4. The reputation of the supplies, materials, equipment, the service reputation of the bidder, and all other information and data required to prove the responsibility of the supplier.

# BID SCHEDULE

\$8,165.00

Bid Item No.	Item Description	Quantity	Unit	Optional	Unit Cost	Monthly Total	Annual Total	Extension
(Hidden Banner) Component is not included in bid total.								
Alternates are not included in bid total.								
1	Signalized Intersection	94.00	Ea/ Month	No	\$78.00	\$7332	\$87984	\$7,332.00
2	RRFB	6.00	Ea/ Month	No	\$39.00	\$234.00	\$2808.00	\$234.00
3	Signal Maintenance Technician (straight time)	1.00	Hour	No	\$130.00	130	130	\$130.00
4	Signal Maintenance Technician (over time)	1.00	Hour	No	\$180.00	180	180	\$180.00
5	Signal Maintenance Technician (double time)	1.00	Hour	No	\$220.00	220	220	\$220.00
6	Bucket Truck	1.00	Hour	No	\$34.00	34	34	\$34.00
7	Percent Markup on Materials	1.00	%	No	\$15.00	15	15	\$15.00
8	USA Ticket Discount	1.00	%	Yes	\$20.00	20	20	\$20.00
								<b>Total: \$8,165.00</b>



## Required Document List

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Name	Omission Terms	Submitted File
<p>Cover Letter Includes name, address, point of contract and phone number on the first page. Any qualifying statements regarding the proposal, contractor's approach to the work, summary of licenses/certifications, qualifications, subcontractors, and references per RFP.</p>		<p>Proposal for Citywide Safety Electrical Services - 7-22-24 (DC Electric Group Inc.).pdf</p>
<p>List of Key Personnel Includes name, position, applicable licenses, experience at position, employer, dates of employment), the assigned POC(s), and include list of equipment available for use under the Contract</p>		<p>Proposal for Citywide Safety Electrical Services - 7-22-24 (DC Electric Group Inc.).pdf</p>
<p><b>2 Required Documents</b></p>		

# NON-COLLUSION DECLARATION

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TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

**I am the \***

Regional Vice President

**of: \***

DC Electric Group, Inc.

the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid and will not pay, any person or entity for such purpose.

This declaration is intended to comply with California Public Contract Code § 7106 and Title 23 U.S.C § 112.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on

**[date], \***

07/22/2024

**[city] \***

Cotati

**[state] \***

California

**I agree that my digital or electronic signature applies to this form**

\*

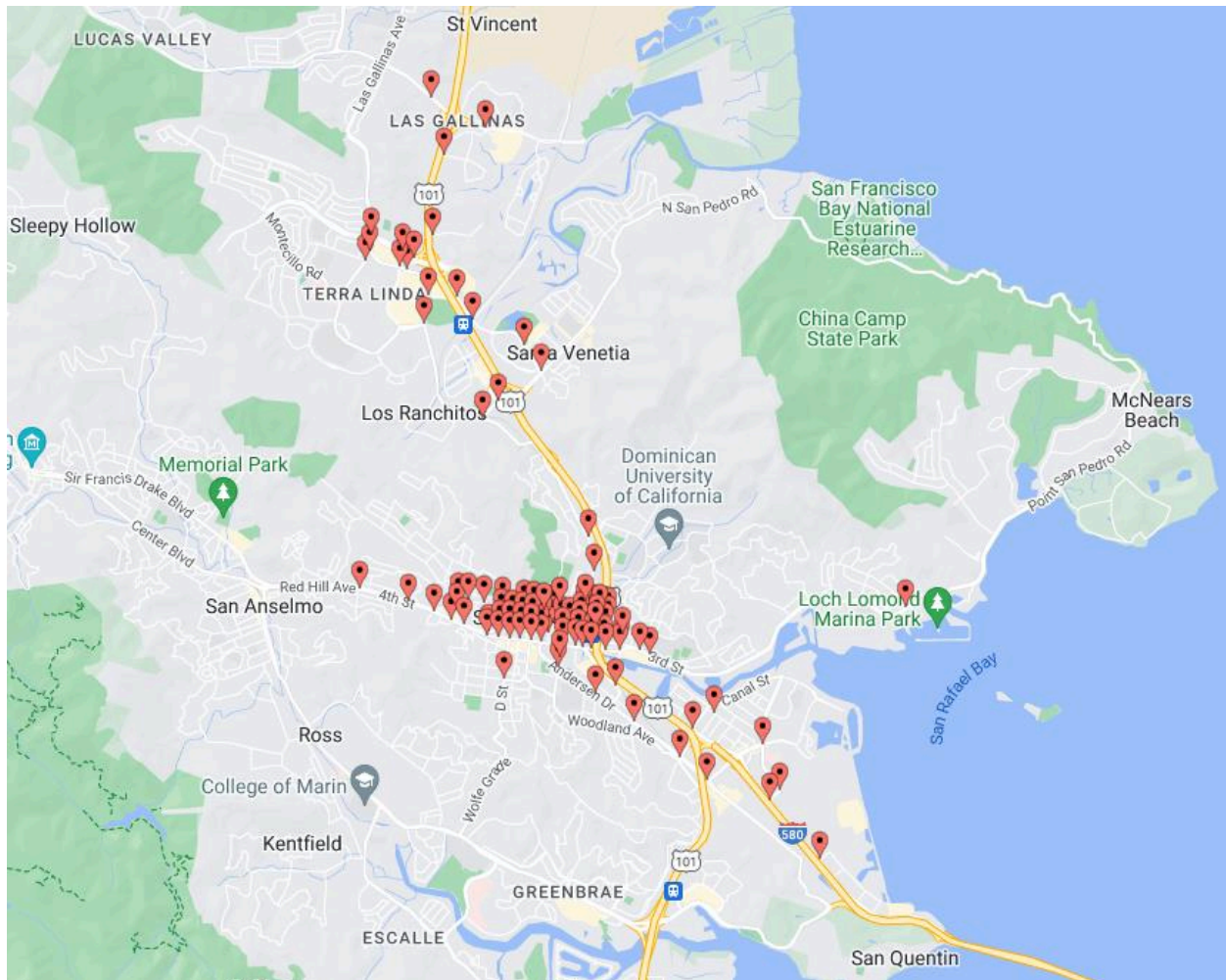
**Name \***

Timothy Carter



*Exceeding Industry Expectations*

# City of San Rafael



## *Proposal for*

## *Citywide Safety Electrical Services*

*Due by July 22, 2024, by 11:00 AM*



**Exceeding Industry Expectations**

July 22, 2024

City of San Rafael  
Department of Public Works  
Attn: Jonathan Schellin  
111 Morpheus St  
San Rafael, CA 94901

**RE: Request for Proposals (RFP) for Citywide Safety Electrical Services**

Mr. Schellin,

We are pleased to provide this Proposal for Citywide Safety Electrical Services for the City of San Rafael.

DC Electric Group, Inc. (“DC Electric”) is a local North Bay-based California corporation specializing in municipal electrical and lighting contracting with a core focus on traffic signal and streetlight maintenance and related services for all Marin County agencies. We are licensed and bonded in the State of California (DIR# 1000003395 & CA License #949934), and hold **Class A (General Engineering), Class B (General Building), C-10 (Electrical), C-31 (Traffic Control), C-61/D-31 (Pole Installation & Maintenance) contractor’s licenses**. Our highly experienced office and field staff are locally recognized as experts in the street lighting and traffic signal industry. **Our local operations facilities in Cotati and Novato are ideally located to provide the City with rapid response times.** With our many years of local municipal experience, our dedication to customer satisfaction, and our in-depth firsthand knowledge of the electrical infrastructure within San Rafael, we are confident we can provide exemplary service and quality craftsmanship to the City.

Please contact Tim Carter with questions:

Contact:	Tim Carter, Regional Vice President
Corporate Headquarters & Yard:	605 W. Sierra Ave, Cotati CA 94931
Marin County Yard:	8121 Binford Rd, Novato, CA 94945
Mailing Address:	P.O. Box 7525, Cotati, CA 94931
Office Phone (24/7/365 Emergency #):	(707) 992-0141
Office Fax:	(888) 525-8419
Email Address:	<a href="mailto:Tim@dcelectricgroup.com">Tim@dcelectricgroup.com</a>
Tax ID #:	46-3612010

DC Electric has reviewed the requirements of the RFP documents including the insurance requirements and has conducted the necessary due diligence required to submit this proposal. In general, we do not anticipate using any subcontractors for this routine maintenance work. Please feel free to contact any of our references listed below. Thank you for considering DC Electric as the best partner for Citywide Safety Electrical Services.

Respectfully,

Tim Carter, Regional Vice President

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  - 2.) Corporate W9
  - 3.) Business License (City of San Rafael)
  - 4.) Insurance Certificate



*Exceeding Industry Expectations*

## **A. MISSION STATEMENT**

In a world where indifference and insincerity have become the status quo, individual needs have been forgotten and the customer reduced to a mere number, it is DC Electric Group, Inc.'s focus to restore the spirit of exceptional service by establishing personal accountability for our customers' experience and satisfaction during the course of business. Our customers count on our dependability, our drive, and our integrity. In this capacity, we hold a responsibility to nurture, retain and maintain the customer confidence that is necessary to our existence. **It is our Mission** to deliver high-quality, cost-effective Traffic Signal and Streetlight services, on schedule, by employing and supporting a motivated, flexible, and focused team. We value the importance of our relationships and will continue to remain fair and true in our dealings with all employees, customers and vendors. We take great pride in our accomplishments and continue to build on them every day.

## ***B. APPROACH TO THE WORK***

DC Electric's core business is Traffic Signal and Streetlight maintenance services. DC Electric currently performs traffic signal maintenance, streetlight maintenance, and electrical safety services like those requested for approximately thirty (30) agencies throughout the Bay Area. DC Electric is currently responsible for the ongoing maintenance of approximately **six hundred (600) signalized intersections** and **twenty thousand (20,000) streetlights**, including all signals, streetlights, flashing crosswalks, RRFBs, flashing beacons, and radar speed feedback signs in the City of San Rafael and surrounding Marin County agencies. DC Electric is also the current streetlight maintenance provider under contract with the Marin General Services Authority (MGSA). In addition to routine maintenance and repairs, we have staff on-call 24/7/365 to respond to emergency response for all our customers. The most important criterion that sets DC Electric apart is our primary focus on maintenance and operations. Our traffic signal and streetlight maintenance services are not simply a division of a larger construction or manufacturing operation. We often operate as an extension of City staff and perform inspection services on new signals, assist in the design and planning of new infrastructure projects, locate and mark existing infrastructure, and serve as integrators for new equipment installations.

### **Emergency Response Ability**

DC Electric acknowledges the City's requirement for a thirty (30) minute emergency response time on weekdays (7:00 AM to 5:00 PM) and sixty (60) minute response time on weekday evenings (5:00 PM to 7:00 AM), weekends, and holidays. ***We have technicians throughout Marin County Monday through Friday, and we are fully committed to responding immediately to these emergencies.***

### **Commitment to Managing City's Network & ATMS**

DC Electric worked with City IT department to update traffic signal network IP scheme for scalability. We configured and deployed network switches utilizing fiber optics, ethernet over copper and broadband radios to connect more than 60 intersections and modernize the City's ITS system. DC Electric currently helps monitor and maintain the City's network and ATMS system as the primary users of the system.

### **Engineering & Testing:**

DC Electric has longstanding relationships with virtually all local Traffic Engineering firms, with the ability to contract with and/or assist with development, modification, and implementation of any signal project, including evaluating/testing signal timing and coordination plans. Our traffic labs allow for cabinet/controller testing for our customers.

### **Facilities & Inventory**

DC Electric maintains offices, warehouse space and operation yards in Cotati, CA, Novato, CA and Pacheco, CA. Our facilities house the necessary materials for the maintenance and repair of traffic signal and streetlight infrastructure including signal hardware, LEDs, cabinets, components, poles, fixtures, photocells, fuses, pull-boxes, wire, and other miscellaneous traffic signal and streetlight materials. The appropriate spare inventory necessary for the proper operations of the City infrastructure will be maintained. We continually monitor as material is used and maintain adequate inventory levels.

### **Equipment:**

DC Electric has access to all of the necessary equipment to properly maintain the traffic signal and streetlight infrastructure for the City. All of our field technicians use Altec AT235 or Altec 37G aerial lift "bucket trucks." DC Electric staff have more than 20 years of experience working directly with Altec to support our fleet operations. In addition to the standard bucket trucks, DC Electric has all material handling, aerial crane, service body, and traffic control equipment at our disposal for any need that should arise. If necessary, we also have the ability to contract for 24/7/365 emergency crane services allowing us operational flexibility and access to a wide variety of crane assets at a moment's notice.

**Complete List of Services:**

In addition to the services being requested DC Electric provides a wide variety of traffic signal, streetlight, and related electrical services to municipal agencies in the following areas:

***Transportation***

- Complete traffic signal installations, modifications, repairs & maintenance
- Video system installation and repair – CCTV & video detection
- Fiber Optic cabling installation, splicing, troubleshooting and repair
- Network switch configuration, installation and troubleshooting
- ITS system operation and maintenance
- Emergency Vehicle Pre-emption
- Battery Back-up Systems (BBS)
- Radar Speed Feedback Signs
- Audible Pedestrian Signals (APS)
- Integrated Corridor Mobility Equipment
- Microwave Vehicle Detection Station
- ADA pedestrian upgrades
- Underground utility installation & repair
- Utility locating and marking
- Lighted x-walk installation and repair
- After hours and emergency response
- Live Electronic Records Management System

***Street Lighting & General Services***

- Street lighting – Installations, repair & maintenance – Parallel and series systems
- Parks lighting and ball field lighting
- Building electrical – (interior and exterior) Installations, repair & maintenance
- Parking lot lighting
- Holiday and decorative lighting & banner installations
- Fountain, pool & spa electrical
- Electrical control work – energy management systems, time clock & photo control
- After hours and emergency response

***Lighting & Energy Efficiency Services***

- Audits
- Upgrades – LED & Induction Lighting
- Electric vehicle charging stations
- Smart parking meters
- Energy management system installation & repair

***Heavy Electrical Services***

- Generator installation, maintenance, and repairs
- Storm water pump and sanitary lift station maintenance, and repairs



### ***C. QUALIFICATIONS: STAFFING, TEAM EXPERIENCE, AND UNDERSTANDING OF REQUESTED SERVICES AND OBJECTIVES.***

Since traffic signal maintenance and emergency repair work is a service, a key qualification when contracting for these services is the quality and experience of the management and field staff. The employees at DC Electric have successfully maintained hundreds of signalized intersections and thousands of streetlights, and have managed, designed, and/or constructed many tens of millions of dollars' worth of community-based traffic signal and streetlight projects. We have earned a strong reputation for consistent and creative problem solving through a solid technical base and exemplary work performance. We have demonstrated our capability in providing exceptional workmanship, flexibility in the field, and the ability to make decisions and act independently while providing field support services. We also focus on maintaining up to date training and knowledge of industry standards, specifications, applicable certifications, and continued education to continue to serve our clients in the future. We are 100% customer focused and driven to provide the highest quality services to satisfy our customers' needs. With more than 15 field technicians dedicated to maintenance and installation operations, along with a robust administrative team, DC Electric is well staffed to support the City's needs. Below are the proposed key management for the City of San Rafael's Citywide Safety Electrical Services.

#### ***Experience of Key Management Staff***

DC Electric's Key Management Team members have a combined **100+ years** of direct involvement in the traffic signal and streetlight maintenance industry in the Bay Area, including the City of San Rafael. Our Key Management Team members are listed below.

- **Dave D'Elicio**, DC Electric's CEO, has 20+ years of experience in traffic signal and street light maintenance and construction throughout the Bay Area. He holds a Class "A" General Engineering and Class "C10" Electrical Contractors license. Dave has been with DC Electric since its inception in 2011.
- **Jeff Asch**, DC Electric's COO, has 20+ years' experience in streetlight and traffic signal maintenance and holds a Class "B" General Building, Class "C10" Electrical, Class "C31" Construction Zone Traffic Control, and Class "C61/D31" Pole Installation & Maintenance contractors' licenses. Jeff has been with DC Electric since 2015.
- **Tim Carter** serves as Regional Vice President and has over 20 years of experience managing traffic signal construction and maintenance projects throughout Northern CA. Tim is an expert at Estimating and proposal writing, Bid preparation, Contract Review/Execution, Purchasing, Subcontracting, Scheduling, Traffic Control Plans, Obtaining Permits, Job tracking and reporting, and Billing review. Tim has been with DC Electric Group since 2012.
- **Justin Calkins** serves as our ITS Project Manager and has 20+ years of experience in the traffic signal industry working for local agencies, equipment manufacturers, suppliers, and contractors. He specializes in the design, implementation and operation of ITS devices and services including ATMS, SPM and networking systems. Justin has been with DC Electric since 2018.
- **John Abraham** serves as Regional Manager and was Contra Costa County's traffic signal and streetlight maintenance division for more than 20 years, maintaining over 750 signalized intersections for 11 different agencies. John has been with DC Electric since 2016 and manages our East Bay office in Pacheco, CA.

***Please see Section E: Resumes for a complete list of Key Management Team members' qualifications.***

### **Experience of Key Field Staff**

A successful traffic signal maintenance program is dependent on the quality of the technical staff in the field. In addition to the key management team members, DC Electric has highly skilled field technicians.

DC Electric is an IBEW signatory Union contractor. All of our field technicians have received extensive general electrical training, as well as years of on-the-job training in traffic signal and streetlight maintenance and operations. Our field technicians have International Municipal Signal Association (IMSA) Certifications in Work Zone Safety, Traffic Signal Level I, Traffic Signal Level II, and Traffic Signal Level III. Our team currently maintains more than 22,000 streetlights and 550 signalized intersections for more than 30 different municipal agencies.

It is this level of training and experience that enable DC Electric staff to quickly assess problems in the field, make necessary repairs with a minimum of time and cost, and make decisions independently in the field. Our technical staff know how to perform the work, can perform it safely, and understand their responsibility to public safety and to satisfying constituent and customer needs.

DC Electric has reviewed the applicable prevailing wage classifications for this project, and will comply with all prevailing wage requirements, as well as all federal, state, and local wage and labor laws, OSHA requirements, and appropriate safety measures. DC Electric is registered with the California Department of Industrial Relations, DIR#1000003395.

*Please see Section E: Resumes of selected DC Electric Field Staff members assigned to the City.*

## **D. CLIENT REFERENCES**

### **Customer Satisfaction & References:**

In order to succeed as a traffic signal and streetlight maintenance company, not only do we have to be experts in traffic signal and streetlight maintenance, but we must also satisfy our customers. From our perspective, successfully completing large construction projects is easy relative to achieving total customer satisfaction year-after-year while performing thousands of routine maintenance tasks for dozens of agencies. It is our mission to provide exceptional service and 100% customer satisfaction. In the traffic signal and streetlight maintenance industry, there is no better way to judge the quality of a maintenance service provider than by asking their customers. For traffic signal and streetlight maintenance, emergency response, and repairs where public safety is at issue and the reputation of a municipality is at stake, it is absolutely critical that the City be 100% satisfied with the quality, timeliness, expertise, and level of service provided by your maintenance contractor.

This is why DC Electric holds customer satisfaction as the single most important measure of our success. In addition to DC Electric's staff regularly checking with all of our customers to ensure they are satisfied; we also engage a 3<sup>rd</sup> party consultant to periodically contact our customers and provide feedback regarding their experience. We are pleased to say that based on the results of our 3<sup>rd</sup> party interviewing; DC Electric is proud to continually achieve 100% customer satisfaction. DC Electric feels so strongly about customer satisfaction that we have provided reference information below for *every* agency we perform streetlight or traffic signal maintenance services. It is easy for a contractor to hand pick 3 positive references. It is much more difficult to have confidence that every agency we support can act as a positive reference. We encourage you to contact any of them for information about our technical expertise, customer service, and company qualifications.

**Customer Reference List**

<b>Agency</b>	<b>Contact</b>	<b>Contact #:</b>	<b>Email</b>
City of Benicia	Ted Corder	707-580-5888	<a href="mailto:tcorder@ci.benicia.ca.us">tcorder@ci.benicia.ca.us</a>
City of Berkeley	Tom Salkowitz	510-517-3361	<a href="mailto:tsalkowitz@cityofberkeley.info">tsalkowitz@cityofberkeley.info</a>
City of Cloverdale	Derrick Montanye	707-894-1728	<a href="mailto:DMontanye@ci.cloverdale.ca.us">DMontanye@ci.cloverdale.ca.us</a>
City of Concord	Virenda Patel	925-671-3129	<a href="mailto:Virendra.Patel@cityofconcord.org">Virendra.Patel@cityofconcord.org</a>
City of Cotati	Craig Scott	707-665-3620	<a href="mailto:cscott@cotaticity.org">cscott@cotaticity.org</a>
City of Emeryville	Ryan O'Connell	510-596-4346	<a href="mailto:roconnell@emeryville.org">roconnell@emeryville.org</a>
City of Healdsburg	Jarrod Dericco	707-799-2623	<a href="mailto:jderrico@ci.healdsburg.ca.us">jderrico@ci.healdsburg.ca.us</a>
City of Lafayette	Mike Moran	925-935-1238	<a href="mailto:mmoran@ci.lafayette.ca.ua">mmoran@ci.lafayette.ca.ua</a>
City of Larkspur	Bob Quinn	707-246-2152	<a href="mailto:rquinn@cityoflarkspur.org">rquinn@cityoflarkspur.org</a>
City of Livermore	Jason Calkins	925-960-8042	<a href="mailto:jwcalkins@cityoflivermore.net">jwcalkins@cityoflivermore.net</a>
City of Mill Valley	Andrew Poster	415-384-4848	<a href="mailto:APoster@cityofmillvalley.org">APoster@cityofmillvalley.org</a>
City of Novato	Petr Skala	415-899-8237	<a href="mailto:PSkala@novato.org">PSkala@novato.org</a>
City of Oakley	Billilee Saengchalern	925-625-7154	<a href="mailto:Saengchalern@ci.oakley.ca.us">Saengchalern@ci.oakley.ca.us</a>
City of Orinda	Kevin McCourt	925-253-4251	<a href="mailto:kmccourt@cityoforinda.org">kmccourt@cityoforinda.org</a>
City of Petaluma	Jeff Stutsman	707-776-3673	<a href="mailto:jstutsman@ci.petaluma.ca.us">jstutsman@ci.petaluma.ca.us</a>
City of Rohnert Park	Tom Kelley	707-304-2880	<a href="mailto:tkelley@rpcity.org">tkelley@rpcity.org</a>
City of San Pablo	Daniel Gomez	510-215-3077	<a href="mailto:danielg@sanpabloca.gov">danielg@sanpabloca.gov</a>
City of San Rafael	Willie Lagleva	415-485-3496	<a href="mailto:Willie.Lagleva@cityofsanrafael.org">Willie.Lagleva@cityofsanrafael.org</a>
City of San Ramon	Greg Bender	925-973-2694	<a href="mailto:gbender@sanramon.ca.gov">gbender@sanramon.ca.gov</a>
City of Sausalito	Kevin McGowan	415-289-4176	<a href="mailto:KMcGowan@sausalito.gov">KMcGowan@sausalito.gov</a>
City of Sebastopol	Dante Del Prete	707-823-5331	<a href="mailto:ddelprete@cityofsebastopol.org">ddelprete@cityofsebastopol.org</a>
City of Ukiah	Andrew Stricklin	707-463-6297	<a href="mailto:astricklin@cityofukiah.com">astricklin@cityofukiah.com</a>
City of Walnut Creek	Karlan Larson	925-943-5899	<a href="mailto:klarson@walnut-creek.org">klarson@walnut-creek.org</a>
Contra Costa County	Dave Lavelle	925-383-8982	<a href="mailto:dave.lavelle@pw.cccounty.us">dave.lavelle@pw.cccounty.us</a>
County of Marin	Dan Dawson	415-473-6287	<a href="mailto:ddawson@marincounty.org">ddawson@marincounty.org</a>
County of Mendocino	Bill Wood	707-234-2823	<a href="mailto:woodw@mendocinocounty.org">woodw@mendocinocounty.org</a>
County of Sonoma	Joe Pease	707-565-2231	<a href="mailto:Joe.Pease@sonoma-county.org">Joe.Pease@sonoma-county.org</a>
GGNRA	Nick Geitner	(415) 740-4090	<a href="mailto:john_geitner@nps.gov">john_geitner@nps.gov</a>
The Presidio Trust	Petey (Vaega) Ulufatu	(415) 850-5657	<a href="mailto:VUlufatu@presidiotrust.gov">VUlufatu@presidiotrust.gov</a>
Town of Corte Madera	R.J. Suokko	415-927-5120	<a href="mailto:RSuokko@tcmmail.org">RSuokko@tcmmail.org</a>
Town of Fairfax	Loren Umbertis	415-453-2370	<a href="mailto:LUmbertis@townoffairfax.org">LUmbertis@townoffairfax.org</a>
Town of Ross	Richard Simonitch	415-453-1453	<a href="mailto:rsimonitch@townofross.org">rsimonitch@townofross.org</a>
Town of San Anselmo	Sean Condry	415-258-4676	<a href="mailto:scondry@townofsananselmo.org">scondry@townofsananselmo.org</a>
Town of Windsor	Tod Ceruti	707-536-3489	<a href="mailto:tceruti@townofwindsor.com">tceruti@townofwindsor.com</a>

## E. RESUMES (Key Personnel)

### Timothy Carter, Regional Vice President

- 20 years of local experience in traffic signal and street light maintenance industry.
- Bachelor of Arts Degree in Environmental Studies and Planning, Energy Management and Design from Sonoma State University.
- IMSA Certified - Work Zone Safety, Traffic Signal Level I & Level II
- 16 years of experience as a Project Manager for traffic signal and street light maintenance and construction management in the North Bay Area Region.

#### Employment:

- **DC Electric Group, Inc.** (2012 – Present)  
*Regional Vice President*
- **Republic Intelligent Transportation Services, Inc.** (2003 – 2012)  
*Project Manager & Service Operations Manager (2003 – 2012)*

#### Experience:

- Project Manager, Service Operations Manager, and primary contact person for all public agencies in Marin, Sonoma, Mendocino, Solano, Napa, Alameda, Contra Costa counties for all traffic signal maintenance, streetlight maintenance, and associated construction projects.
- **Currently responsible for the project management (maintenance, repair and after- hours emergency services) of signal and street light infrastructure for the following local agencies:** Cities of Novato, Petaluma, San Rafael, Mill Valley, Larkspur, Sausalito, Rohnert Park, Cotati, Sebastopol, Benicia, and Ukiah, Counties of Marin and Sonoma, Towns of Corte Madera, San Anselmo, Fairfax, Ross, and Windsor, as well as the Bel Marin Keys and Marinwood Community Services Districts.
- Specific knowledge of the geography and electrical infrastructure in the City of Novato and surrounding areas, including traffic signal and street light maintenance history.
- Managed a wide-variety of traffic signal, streetlight, and pedestrian improvement projects with excellent customer service, satisfaction, and safety:
- Expert in the installation and maintenance of Signalized Intersections, Street Lighting, Sport Lighting, Facility Lighting, Vehicle Detection (Video, Loops, Sensys™, etc.), Adaptive Traffic Control Systems, Battery back-up systems, CCTV Cameras, Emergency Vehicle Pre-emption (EVP), Signal interconnect and GPS time-clock installations, RRFBs, Lighted Crosswalks, Flashing Beacons, Radar Feedback Signs, Service Pedestals, Pedestrian (ADA) Upgrades/Improvements, Undergrounding and overhead utility and infrastructure, and Energy Efficiency Upgrades.
- Development and execution of traffic signal maintenance contracts and construction projects in the San Francisco Bay Area Region, with a concentration in the North Bay.
- Project manage from initial development through project completion including Estimating and proposal writing, Bid preparation, Contract Review/Execution, Purchasing, Subcontracting, Scheduling, Traffic Control Plans, Obtaining Permits, Job tracking and reporting, and Billing review
- Responsibility for Training and Safety as well as Fleet Management

***Tim Carter is the assigned point of contact for this proposal.***

## Justin Calkins, ITS Project Manager

- 20+ years of experience in Traffic Signal maintenance, operations, sales and support
- *IMSA Certified – Workzone Safety, Traffic Signal Field Technician Level III*
- Consortium for ITS Training and Education (C.I.T.E) – Traffic Engineering and Operations certification
- ITE - Northern California Section board member 2015-2017

### Experience:

- Traffic Signal Technician - City of Livermore, 9 years
- Engineering Technician – Aegis ITS, 2 Years
- Technical Sales / Technical Support – Econolite Control Products Inc., 5 Years
- ITS Project Manager – DC Electric 2017 - Present
- Video detection systems installation, configuration and troubleshooting including Autoscope, Iteris, Miovision, Gridsmart and Trafficon systems.
- CCTV installation, configuration, and operation
- Fiber optic and Ethernet over copper cabling and network switch configuration, troubleshooting and repair.
- Wireless communications equipment installation, configuration and troubleshooting
- Installation, modification and repair of NEMA TS-1, TS-2 and 332 cabinets
- Controller programming and troubleshooting including McCain 233/2033/Omni, Intelight, Cubic/Trafficware, Econolite, and D4 software platforms.
- Central system management and operation including Cubic/Trafficware ATMS.Now, Econolite Centraacs and McCain Transparency platforms.
- Evaluation and adjustment of signal timings and coordination plans
- Implementation, testing, and fine tuning of hardware, software, and signal timings for Transit priority systems.
- Update traffic signal network IP schemes for scalability.
- Configure and deploy network switches utilizing fiber optics, ethernet over copper and broadband radios to connect and modernize City's ITS systems.

## **John Abraham, Regional Manager**

- 38 years of total local experience in the electrical industry
- 27 years of experience in the traffic signal and street light maintenance industry
- Bachelor of the Arts Degree in Business Management
- IMSA Certified - Work Zone Safety, Traffic Signal Level I, Level II, Level III
- Other Certifications – Fiber Optic Technician, Airport Lighting Technician, Crane Operation and Asbestos Abatement

### **Experience:**

- Contra Costa County - Lead Electrician of the Traffic Signal Shop maintaining over 750 traffic signals and all streetlights within County jurisdiction.
- Lead emergency, non-emergency, and preventative maintenance technician for the following local municipal clients for the past 27+ years: Antioch, Brentwood, Clayton, Concord, Danville, Hercules, Martinez, Moraga, Oakley, Orinda, Pinole, Pleasant Hill, San Pablo, other agencies throughout the greater bay area.
- Extensive operational knowledge of various types of traffic signal equipment, controller assemblies, and associated electrical component functions: 332 & NEMA Cabs, 2070 controllers, 170 & NEMA TS1 and TS2 controllers. Installation, repair, programming and general maintenance of total controller assemblies including malfunction management systems, battery back-up systems, output circuit drivers, vehicle and pedestrian detectors including, magnetometer - based vehicle detection, wireless (Sensys Networks), inductive loop detection, Piezo loop detection, various video detection systems (Iteris, Econolite and Trafficon), emergency vehicle pre-emption systems (Opticom & Emtrac), vehicle and pedestrian indications, red light camera systems and all associated wiring, Installation and repair of traffic calming devices, lighted cross-walk systems, and radar feed-back signs. Expertise in investigation and repair of both stand-alone systems and coordinated intersections. Development and implementation of signal timing and coordination plans. Installation and troubleshooting of hardwire and wireless telemetry systems, (spread spectrum, etc.).
- Repair of electrical, electronic, and microprocessor-based equipment to the component level in the Signal Shop.
- Fabrication of specialized equipment for testing existing equipment and troubleshooting performance of equipment in the field.
- Streetlight maintenance and lighting retrofit projects.
- Electrical maintenance of all County facilities including airport lighting, phone/data systems and HVAC/refrigeration maintenance.
- Primary contact person for all public agencies within the County.
- Specific knowledge of the geography and electrical infrastructure in the East Bay and surrounding areas, including traffic signal and street light maintenance history.
- Planning, layout, estimating, purchasing, cost control, scheduling, and personnel management.
- In depth understanding of industrial standards, codes, and safety practices.

## Jeff Asch, Chief Operating Officer

- 22 years experience in streetlight and traffic signal maintenance, and 31 years of total experience in the electrical industry
- California State License Holder –Class B (General Building); C-10 (Electrical) C-31 (Construction Zone Traffic Control); C-61/D-31 (Pole Installation & Maintenance)
- Experienced executive with a proven track record of successfully operating and growing small businesses. Strengths include Operations, Project Development, Project Management, Accounting & Finance, Geographic Expansion, Information Technologies, Legal & Risk Management, and Contract Administration,
- Bachelor of Arts Degree in Government with High Honors, Wesleyan University, Middletown, CT  
Certificate in Energy Management & Design, Sonoma State University, Rohnert Park, CA

### Employment:

- **DC Electric Group, Inc.** (2015 – Present)  
*Chief Operating Officer*
- **Cartelligent** (2013 – 2015)  
*Chief Executive Officer*
- **Republic Intelligent Transportation Services, Inc.** (2002 – 2011)  
*Vice President & Chief Financial Officer* (2002 – 2011)
- **Northeast Energy Services Company (NORESCO)**  
*Western Region Vice President* (2000 – 2002)  
*Western Regional Manager* (1997 – 2000)  
*Engineering & Project Management* (1994 – 1997)

### Experience:

- At Northeast Energy Services Company, oversaw western regional operations for the premier provider of energy efficiency services, including expansions to central and southern California, Hawaii, and the Pacific Northwest, growing the region from \$1M in annual construction to over \$30M. Key clients included Pacific Gas & Electric, Southern California Edison, Safeway, Rite-Aid, the County of Los Angeles, the California Army National Guard, as well as smaller cities throughout California.
- As the Vice President & Chief Financial Officer of Republic Intelligent Transportation Services, Inc., helped operate the nation’s leading traffic signal and streetlight maintenance services company with 10,000 intersections and over 170,000 streetlights under maintenance. Oversaw the expansion to New England, Southern California, Texas, and Arizona.
- As the Chief Operating Officer of DC Electric, Inc. has direct oversight for all operations. Responsible for all project management, management, and administrative functions such as accounting, fleet management, insurance, risk management, legal, and IT, including the creation and ongoing support for our web-based custom written streetlight and traffic signal work order management system.

## **Dave D'Elicio, CEO**

- 20 years local experience in the traffic signal, street lighting, and electrical industry.
- 17 years Journeyman Electrician, IBEW Local #551
- D.I.R State Certified General Electrician
- California State License Holder – C-10
- *IMSA Certified – Traffic Signal Field Technician Level II*
- Exceptional training and understanding of electrical theory and its relation to practical application

### **Experience:**

- Traffic Signal and Street Light Repair and Maintenance Technician
- Extensive knowledge of various types of traffic signal equipment, controller assemblies, and associated electrical component functions. Installation, repair, programming, and general maintenance of total controller assemblies including malfunction management systems, output circuit drivers, and vehicle and pedestrian detectors including inductive loop detection and video detection systems.
- Emergency, non-emergency, and preventative maintenance service for the following local municipal clients: City of Emeryville, City of San Rafael, City of Mill Valley, City of Petaluma, City of Rohnert Park, City of Novato, City of Sausalito, Town of San Anselmo, Town of Ross, Town of Corte Madera, and County of Marin.
- Industrial electrical design, installation, and repair with expertise in street light and traffic signal infrastructure installations and associated undergrounding. Extensive history in design, installation, programming, and maintenance of commercial energy management systems and smart systems.



## Patrick Madden

### Sr. Traffic Signal & Streetlight Technician

- 34 years Journeyman Electrician
- California State Certified – General Electrician
- IMSA Certified – Workzone Safety, Traffic Signal Field Technician Level I, II & III
- 14 years local experience in the traffic signal, street lighting industry including maintenance, repair, and on-call emergency services.
- General knowledge of the geography, history, and technical requirements of the electrical infrastructure system for the North Bay and surrounding areas.

### Experience:

- Senior Traffic Signal Technician, Foreman and Superintendent
- Operational knowledge of various types of traffic signal equipment, controller assemblies and associated electrical component functions: 332 & NEMA Cabs, 170 & NEMA TS1, and TS2 controllers. Installation, repair, programming, and general maintenance of total controller assemblies including malfunction management systems, battery back-up systems, output circuit drivers, vehicle and pedestrian detectors including, magnetometer – based vehicle detection, wireless (Sensys Networks), inductive loop detection, Piezo loop detection, various video detection systems (Iteris, Econolite and Trafficon), emergency vehicle pre-emption systems (Opticom & Emtrac), vehicle and pedestrian indications, in pavement warning systems, traffic calming devices, red light camera systems, and all associated wiring.
- 10 years experience in complete operations (maintenance, repair and after – hours emergency services) of Traffic Signal infrastructure for the following local municipal agencies:
- Cities of Novato, San Rafael, Mill Valley, Larkspur, Sausalito, Rohnert Park, Cotati, Sebastopol, American Canyon, El Cerrito, Benicia, Emeryville and Ukiah. Counties of Marin and Sonoma. Towns of Corte Madera, San Anselmo, Fairfax, Ross, and Windsor.
- 10 years experience in complete operations (maintenance, repair and after-hours emergency services) of Streetlight infrastructure for the following local municipal agencies:
- El Cerrito, Emeryville, Windsor, Benicia and total inventories for all MGSA agencies (Cities of Novato, San Rafael, Mill Valley, Larkspur, Sausalito and Belvedere. County of Marin, Towns of Corte Madera, San Anselmo, Fairfax, Ross, Tiburon. Community Services Districts, Bel Marin Keys and Marinwood.
- On-Call utility locate and marking (USA)

## Chris Wilson

### Traffic Signal and Street Light Foreman

- 21 years of local experience in the traffic signal, street lighting, and electrical industry
- 16 years Journeyman Electrician, IBEW Local #551
- IBEW Local #551 Apprenticeship Program
- D.I.R State Certified General Electrician
- *IMSA Certified – Work Zone Safety, Traffic Signal Level I, Level II, & Level III*
- Tower climbing, aerial safety, and rescue training and certification
- Anritsu Site Master line sweep certification.
- Andrew Institute EZFIT and Positive Stop Series connectors certification
- Specific knowledge of the geography and the electrical infrastructure for the North Bay Area

### Experience:

- Traffic signal and street light maintenance, repair – Journeyman Electrician and Field Superintendent
- Extensive knowledge of various types of traffic signal equipment, controller assemblies, and associated electrical component functions. Installation, repair, programming, and general maintenance of total controller assemblies including malfunction management systems, output circuit drivers, and vehicle and pedestrian detectors including inductive loop detection and video detection systems
- Expert underground utility location and repair
- Emergency, non-emergency, and preventative maintenance service for the following local municipal clients: Cities of Novato, San Rafael, Mill Valley, Larkspur, Sausalito, Rohnert Park, Cotati, Sebastopol, American Canyon, Benicia, Emeryville, Petaluma, and Ukiah. Counties of Marin and Sonoma. Towns of Corte Madera, San Anselmo, Fairfax, Ross and Windsor.

## Jason Filippi

### Traffic Signal and Street Light Technician

- 18 years traffic signal and streetlight maintenance technician for MGSA and surrounding agencies.
- 14 years Journeyman Electrician, IBEW Local #551
- IBEW 1245 Apprenticeship Program (4 years)
- 21 years local experience in the electrical construction industry with extensive underground and joint trenching experience for PG&E.
- D.I.R State Certified General Electrician
- *IMSA Certified – Work Zone Safety, Traffic Signal Level I, Level II, & Level III*
- OSHA 20 / Forklift Certified
- Specific knowledge of the geography and the electrical infrastructure for the North Bay Area

### Experience:

- Traffic signal and street light maintenance, repair – Journeyman Electrician
- Extensive knowledge of various types of street light and traffic signal equipment, controller assemblies, and associated electrical component functions. Installation, repair, programming, and general maintenance of total controller assemblies including malfunction management systems, output circuit drivers, and vehicle and pedestrian detectors including inductive loop detection and video detection systems.
- Expert underground utility location and repair
- Emergency, non-emergency, and preventative maintenance service for the following local municipal clients: Cities of Novato, San Rafael, Mill Valley, Larkspur, Sausalito, Rohnert Park, Cotati, Sebastopol, American Canyon, Benicia, Berkeley, Emeryville, and Ukiah. Counties of Marin and Sonoma. Towns of Corte Madera, San Anselmo, Fairfax, Ross, and Windsor.

***F. ACKNOWLEDGEMENT OF CITY'S AGREEMENT AND INSURANCE REQUIREMENTS***

DC Electric Group, Inc. has reviewed the proposed Contract (Attachment C) and the associated insurance requirements. We hereby accept all terms and conditions contained in the agreement. Additionally, we acknowledge the amended bid schedule which includes the option for discount pricing on the hourly rate for USA ticket work. As the City of San Rafael's current signal maintenance provider, our insurance certificate is currently on file with the City and is ***attached to the end of this proposal.***

## G. ATTACHMENTS

### 1.) Contractor's License

#### Contractor's License Detail for License # 949934

**DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.**

- ▶ CSLB complaint disclosure is restricted by law ([B&P 7124.6](#)) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click [here](#) for a definition of disclosable actions.
- ▶ Only construction related civil judgments reported to CSLB are disclosed ([B&P 7071.17](#)).
- ▶ Arbitrations are not listed unless the contractor fails to comply with the terms.
- ▶ Due to workload, there may be relevant information that has not yet been entered into the board's license database.

#### Business Information

D C ELECTRIC GROUP INC  
 P O BOX 7525  
 COTATI, CA 94931  
 Business Phone Number:(707) 992-0141

**Entity** Corporation  
**Issue Date** 07/14/2010  
**Reissue Date** 10/17/2013  
**Expire Date** 10/31/2025

#### License Status

**This license is current and active.**

**All information below should be reviewed.**


#### Classifications

- ▶ [A - GENERAL ENGINEERING](#)
- ▶ [C10 - ELECTRICAL](#)
- ▶ [C31 - CONSTRUCTION ZONE TRAFFIC CONTROL](#)
- ▶ [C-61 / D31 - POLE INSTALLATION AND MAINTENANCE](#)
- ▶ [B - GENERAL BUILDING](#)

## 2.) Corporate W9

Form <b>W-9</b> (Rev. March 2024) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer          Identification Number and Certification</b> Go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> for instructions and the latest information.	Give form to the requester. Do not send to the IRS.																																								
<b>Before you begin.</b> For guidance related to the purpose of Form W-9, see <i>Purpose of Form</i> , below.																																										
<b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) <b>DC Electric Group, Inc.</b>																																										
<b>2</b> Business name/disregarded entity name, if different from above.																																										
Print or type. See Specific Instructions on page 3.	<b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input checked="" type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . <small>Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions)		<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <small>(Applies to accounts maintained outside the United States.)</small>																																							
	<b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . <input type="checkbox"/>																																									
	<b>5</b> Address (number, street, and apt. or suite no.). See instructions. <b>PO Box 7525; 605 W. Sierra Ave</b>		<b>Requester's name and address (optional)</b>																																							
	<b>6</b> City, state, and ZIP code <b>Cotati, CA 94931</b>																																									
<b>7</b> List account number(s) here (optional)																																										
<b>Part I Taxpayer Identification Number (TIN)</b> Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. <small>Note: If the account is in more than one name, see the instructions for line 1. See also <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.</small>																																										
		<b>Social security number</b> <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td></tr> <tr><td colspan="10">or</td></tr> <tr><td colspan="10"><b>Employer identification number</b></td></tr> <tr><td style="width: 30px;">4</td><td style="width: 30px;">6</td><td style="width: 30px;">-</td><td style="width: 30px;">3</td><td style="width: 30px;">6</td><td style="width: 30px;">1</td><td style="width: 30px;">2</td><td style="width: 30px;">0</td><td style="width: 30px;">1</td><td style="width: 30px;">0</td></tr> </table>											or										<b>Employer identification number</b>										4	6	-	3	6	1	2	0	1	0
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<b>Part II Certification</b> Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. <b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.																																										
<b>Sign Here</b> Signature of U.S. person		Date <b>5/1/2024</b>																																								
<b>General Instructions</b> Section references are to the Internal Revenue Code unless otherwise noted. <b>Future developments.</b> For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> . <b>What's New</b> Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.																																										
<b>Purpose of Form</b> An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they																																										

### 3.) Business License (City of San Rafael)

<b>BUSINESS TAX CERTIFICATE #</b>	<b>052243</b>	 <b>SAN RAFAEL</b> THE CITY WITH A MISSION 1400 Fifth Avenue San Rafael, CA 94901 <a href="http://www.cityofsanrafael.org/businesslicenses">www.cityofsanrafael.org/businesslicenses</a> (415) 485-3053 - FAX (415) 485-3100						
<p>This certificate is issued for registration and revenue purposes only. It is issued without verification that the holder is subject to, exempt from, or in compliance with any other legal requirements, including City zoning or fire codes. <b>Failure to receive a renewal notice does not relieve the holder's responsibility to maintain a current certificate while conducting business in the City.</b></p> <p><b>BUSINESS NAME:</b> DC Electric Group, Inc. <b>BUSINESS LOCATION:</b> 605 W SIERRA AVE COTATI, CA 94931-4279 <b>BUSINESS OWNER:</b> DC Electric Group, Inc.</p> <p>SHANNON LONG DC ELECTRIC GROUP, INC. PO BOX 7525 COTATI, CA 94931-7560</p> <p><b>KEEP AVAILABLE AT ALL TIMES WHILE WORKING IN SAN RAFAEL</b></p>								
		<table border="1"><tr><td><b>Renewal Cycle:</b></td><td>Annual (end of Dec)</td></tr><tr><td colspan="2">To verify the validity of this certificate, please visit the above website.</td></tr><tr><td><b>Description:</b></td><td>CONTRACTOR OUT OF TOWN</td></tr></table> <p><small>Starting January 1, 2021, Assembly Bill 1607 requires the prevention of gender-based discrimination of business establishments. A full notice is available in English or other languages by going to: <a href="https://www.dca.ca.gov/publications/">https://www.dca.ca.gov/publications/</a></small></p> <p><b>NOT TRANSFERABLE: REPORT CHANGES OF ADDRESS, OWNERSHIP, OR ACTIVITY.</b></p>	<b>Renewal Cycle:</b>	Annual (end of Dec)	To verify the validity of this certificate, please visit the above website.		<b>Description:</b>	CONTRACTOR OUT OF TOWN
<b>Renewal Cycle:</b>	Annual (end of Dec)							
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<b>Description:</b>	CONTRACTOR OUT OF TOWN							

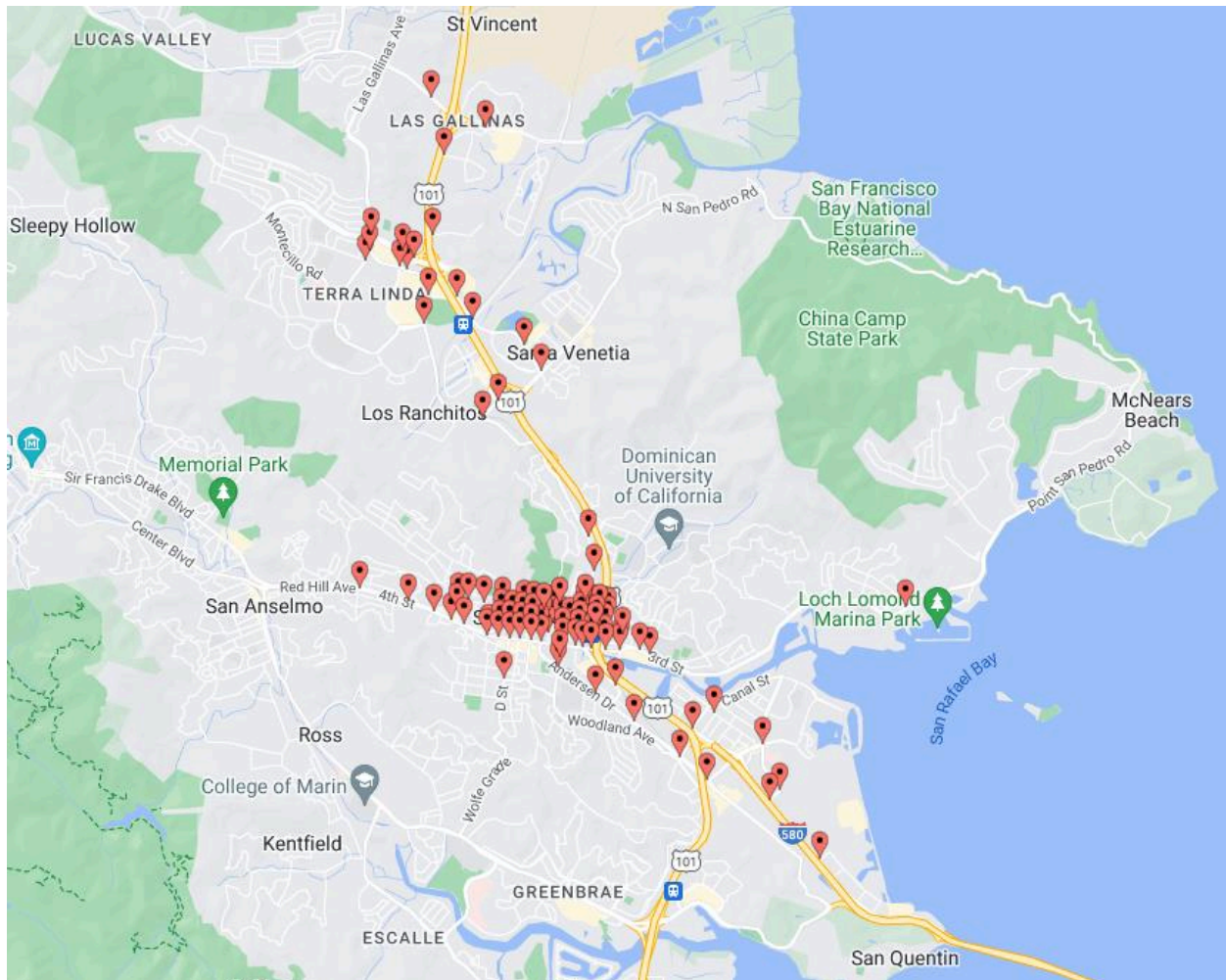






*Exceeding Industry Expectations*

# City of San Rafael



## *Proposal for*

## *Citywide Safety Electrical Services*

*Due by July 22, 2024, by 11:00 AM*



**Exceeding Industry Expectations**

July 22, 2024

City of San Rafael  
Department of Public Works  
Attn: Jonathan Schellin  
111 Morphew St  
San Rafael, CA 94901

**RE: Request for Proposals (RFP) for Citywide Safety Electrical Services**

Mr. Schellin,

We are pleased to provide this Proposal for Citywide Safety Electrical Services for the City of San Rafael.

DC Electric Group, Inc. (“DC Electric”) is a local North Bay-based California corporation specializing in municipal electrical and lighting contracting with a core focus on traffic signal and streetlight maintenance and related services for all Marin County agencies. We are licensed and bonded in the State of California (DIR# 1000003395 & CA License #949934), and hold **Class A (General Engineering), Class B (General Building), C-10 (Electrical), C-31 (Traffic Control), C-61/D-31 (Pole Installation & Maintenance) contractor’s licenses**. Our highly experienced office and field staff are locally recognized as experts in the street lighting and traffic signal industry. **Our local operations facilities in Cotati and Novato are ideally located to provide the City with rapid response times.** With our many years of local municipal experience, our dedication to customer satisfaction, and our in-depth firsthand knowledge of the electrical infrastructure within San Rafael, we are confident we can provide exemplary service and quality craftsmanship to the City.

Please contact Tim Carter with questions:

Contact:	Tim Carter, Regional Vice President
Corporate Headquarters & Yard:	605 W. Sierra Ave, Cotati CA 94931
Marin County Yard:	8121 Binford Rd, Novato, CA 94945
Mailing Address:	P.O. Box 7525, Cotati, CA 94931
Office Phone (24/7/365 Emergency #):	(707) 992-0141
Office Fax:	(888) 525-8419
Email Address:	<a href="mailto:Tim@dcelectricgroup.com">Tim@dcelectricgroup.com</a>
Tax ID #:	46-3612010

DC Electric has reviewed the requirements of the RFP documents including the insurance requirements and has conducted the necessary due diligence required to submit this proposal. In general, we do not anticipate using any subcontractors for this routine maintenance work. Please feel free to contact any of our references listed below. Thank you for considering DC Electric as the best partner for Citywide Safety Electrical Services.

Respectfully,

Tim Carter, Regional Vice President

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  - 3.) Business License (City of San Rafael)
  - 4.) Insurance Certificate



*Exceeding Industry Expectations*

## **A. MISSION STATEMENT**

In a world where indifference and insincerity have become the status quo, individual needs have been forgotten and the customer reduced to a mere number, it is DC Electric Group, Inc.'s focus to restore the spirit of exceptional service by establishing personal accountability for our customers' experience and satisfaction during the course of business. Our customers count on our dependability, our drive, and our integrity. In this capacity, we hold a responsibility to nurture, retain and maintain the customer confidence that is necessary to our existence. **It is our Mission** to deliver high-quality, cost-effective Traffic Signal and Streetlight services, on schedule, by employing and supporting a motivated, flexible, and focused team. We value the importance of our relationships and will continue to remain fair and true in our dealings with all employees, customers and vendors. We take great pride in our accomplishments and continue to build on them every day.

## ***B. APPROACH TO THE WORK***

DC Electric's core business is Traffic Signal and Streetlight maintenance services. DC Electric currently performs traffic signal maintenance, streetlight maintenance, and electrical safety services like those requested for approximately thirty (30) agencies throughout the Bay Area. DC Electric is currently responsible for the ongoing maintenance of approximately **six hundred (600) signalized intersections** and **twenty thousand (20,000) streetlights**, including all signals, streetlights, flashing crosswalks, RRFBs, flashing beacons, and radar speed feedback signs in the City of San Rafael and surrounding Marin County agencies. DC Electric is also the current streetlight maintenance provider under contract with the Marin General Services Authority (MGSA). In addition to routine maintenance and repairs, we have staff on-call 24/7/365 to respond to emergency response for all our customers. The most important criterion that sets DC Electric apart is our primary focus on maintenance and operations. Our traffic signal and streetlight maintenance services are not simply a division of a larger construction or manufacturing operation. We often operate as an extension of City staff and perform inspection services on new signals, assist in the design and planning of new infrastructure projects, locate and mark existing infrastructure, and serve as integrators for new equipment installations.

### **Emergency Response Ability**

DC Electric acknowledges the City's requirement for a thirty (30) minute emergency response time on weekdays (7:00 AM to 5:00 PM) and sixty (60) minute response time on weekday evenings (5:00 PM to 7:00 AM), weekends, and holidays. ***We have technicians throughout Marin County Monday through Friday, and we are fully committed to responding immediately to these emergencies.***

### **Commitment to Managing City's Network & ATMS**

DC Electric worked with City IT department to update traffic signal network IP scheme for scalability. We configured and deployed network switches utilizing fiber optics, ethernet over copper and broadband radios to connect more than 60 intersections and modernize the City's ITS system. DC Electric currently helps monitor and maintain the City's network and ATMS system as the primary users of the system.

### **Engineering & Testing:**

DC Electric has longstanding relationships with virtually all local Traffic Engineering firms, with the ability to contract with and/or assist with development, modification, and implementation of any signal project, including evaluating/testing signal timing and coordination plans. Our traffic labs allow for cabinet/controller testing for our customers.

### **Facilities & Inventory**

DC Electric maintains offices, warehouse space and operation yards in Cotati, CA, Novato, CA and Pacheco, CA. Our facilities house the necessary materials for the maintenance and repair of traffic signal and streetlight infrastructure including signal hardware, LEDs, cabinets, components, poles, fixtures, photocells, fuses, pull-boxes, wire, and other miscellaneous traffic signal and streetlight materials. The appropriate spare inventory necessary for the proper operations of the City infrastructure will be maintained. We continually monitor as material is used and maintain adequate inventory levels.

### **Equipment:**

DC Electric has access to all of the necessary equipment to properly maintain the traffic signal and streetlight infrastructure for the City. All of our field technicians use Altec AT235 or Altec 37G aerial lift "bucket trucks." DC Electric staff have more than 20 years of experience working directly with Altec to support our fleet operations. In addition to the standard bucket trucks, DC Electric has all material handling, aerial crane, service body, and traffic control equipment at our disposal for any need that should arise. If necessary, we also have the ability to contract for 24/7/365 emergency crane services allowing us operational flexibility and access to a wide variety of crane assets at a moment's notice.

**Complete List of Services:**

In addition to the services being requested DC Electric provides a wide variety of traffic signal, streetlight, and related electrical services to municipal agencies in the following areas:

***Transportation***

- Complete traffic signal installations, modifications, repairs & maintenance
- Video system installation and repair – CCTV & video detection
- Fiber Optic cabling installation, splicing, troubleshooting and repair
- Network switch configuration, installation and troubleshooting
- ITS system operation and maintenance
- Emergency Vehicle Pre-emption
- Battery Back-up Systems (BBS)
- Radar Speed Feedback Signs
- Audible Pedestrian Signals (APS)
- Integrated Corridor Mobility Equipment
- Microwave Vehicle Detection Station
- ADA pedestrian upgrades
- Underground utility installation & repair
- Utility locating and marking
- Lighted x-walk installation and repair
- After hours and emergency response
- Live Electronic Records Management System

***Street Lighting & General Services***

- Street lighting – Installations, repair & maintenance – Parallel and series systems
- Parks lighting and ball field lighting
- Building electrical – (interior and exterior) Installations, repair & maintenance
- Parking lot lighting
- Holiday and decorative lighting & banner installations
- Fountain, pool & spa electrical
- Electrical control work – energy management systems, time clock & photo control
- After hours and emergency response

***Lighting & Energy Efficiency Services***

- Audits
- Upgrades – LED & Induction Lighting
- Electric vehicle charging stations
- Smart parking meters
- Energy management system installation & repair

***Heavy Electrical Services***

- Generator installation, maintenance, and repairs
- Storm water pump and sanitary lift station maintenance, and repairs

### ***C. QUALIFICATIONS: STAFFING, TEAM EXPERIENCE, AND UNDERSTANDING OF REQUESTED SERVICES AND OBJECTIVES.***

Since traffic signal maintenance and emergency repair work is a service, a key qualification when contracting for these services is the quality and experience of the management and field staff. The employees at DC Electric have successfully maintained hundreds of signalized intersections and thousands of streetlights, and have managed, designed, and/or constructed many tens of millions of dollars' worth of community-based traffic signal and streetlight projects. We have earned a strong reputation for consistent and creative problem solving through a solid technical base and exemplary work performance. We have demonstrated our capability in providing exceptional workmanship, flexibility in the field, and the ability to make decisions and act independently while providing field support services. We also focus on maintaining up to date training and knowledge of industry standards, specifications, applicable certifications, and continued education to continue to serve our clients in the future. We are 100% customer focused and driven to provide the highest quality services to satisfy our customers' needs. With more than 15 field technicians dedicated to maintenance and installation operations, along with a robust administrative team, DC Electric is well staffed to support the City's needs. Below are the proposed key management for the City of San Rafael's Citywide Safety Electrical Services.

#### ***Experience of Key Management Staff***

DC Electric's Key Management Team members have a combined **100+ years** of direct involvement in the traffic signal and streetlight maintenance industry in the Bay Area, including the City of San Rafael. Our Key Management Team members are listed below.

- **Dave D'Elicio**, DC Electric's CEO, has 20+ years of experience in traffic signal and street light maintenance and construction throughout the Bay Area. He holds a Class "A" General Engineering and Class "C10" Electrical Contractors license. Dave has been with DC Electric since its inception in 2011.
- **Jeff Asch**, DC Electric's COO, has 20+ years' experience in streetlight and traffic signal maintenance and holds a Class "B" General Building, Class "C10" Electrical, Class "C31" Construction Zone Traffic Control, and Class "C61/D31" Pole Installation & Maintenance contractors' licenses. Jeff has been with DC Electric since 2015.
- **Tim Carter** serves as Regional Vice President and has over 20 years of experience managing traffic signal construction and maintenance projects throughout Northern CA. Tim is an expert at Estimating and proposal writing, Bid preparation, Contract Review/Execution, Purchasing, Subcontracting, Scheduling, Traffic Control Plans, Obtaining Permits, Job tracking and reporting, and Billing review. Tim has been with DC Electric Group since 2012.
- **Justin Calkins** serves as our ITS Project Manager and has 20+ years of experience in the traffic signal industry working for local agencies, equipment manufacturers, suppliers, and contractors. He specializes in the design, implementation and operation of ITS devices and services including ATMS, SPM and networking systems. Justin has been with DC Electric since 2018.
- **John Abraham** serves as Regional Manager and was Contra Costa County's traffic signal and streetlight maintenance division for more than 20 years, maintaining over 750 signalized intersections for 11 different agencies. John has been with DC Electric since 2016 and manages our East Bay office in Pacheco, CA.

***Please see Section E: Resumes for a complete list of Key Management Team members' qualifications.***

### **Experience of Key Field Staff**

A successful traffic signal maintenance program is dependent on the quality of the technical staff in the field. In addition to the key management team members, DC Electric has highly skilled field technicians.

DC Electric is an IBEW signatory Union contractor. All of our field technicians have received extensive general electrical training, as well as years of on-the-job training in traffic signal and streetlight maintenance and operations. Our field technicians have International Municipal Signal Association (IMSA) Certifications in Work Zone Safety, Traffic Signal Level I, Traffic Signal Level II, and Traffic Signal Level III. Our team currently maintains more than 22,000 streetlights and 550 signalized intersections for more than 30 different municipal agencies.

It is this level of training and experience that enable DC Electric staff to quickly assess problems in the field, make necessary repairs with a minimum of time and cost, and make decisions independently in the field. Our technical staff know how to perform the work, can perform it safely, and understand their responsibility to public safety and to satisfying constituent and customer needs.

DC Electric has reviewed the applicable prevailing wage classifications for this project, and will comply with all prevailing wage requirements, as well as all federal, state, and local wage and labor laws, OSHA requirements, and appropriate safety measures. DC Electric is registered with the California Department of Industrial Relations, DIR#1000003395.

*Please see Section E: Resumes of selected DC Electric Field Staff members assigned to the City.*

## **D. CLIENT REFERENCES**

### **Customer Satisfaction & References:**

In order to succeed as a traffic signal and streetlight maintenance company, not only do we have to be experts in traffic signal and streetlight maintenance, but we must also satisfy our customers. From our perspective, successfully completing large construction projects is easy relative to achieving total customer satisfaction year-after-year while performing thousands of routine maintenance tasks for dozens of agencies. It is our mission to provide exceptional service and 100% customer satisfaction. In the traffic signal and streetlight maintenance industry, there is no better way to judge the quality of a maintenance service provider than by asking their customers. For traffic signal and streetlight maintenance, emergency response, and repairs where public safety is at issue and the reputation of a municipality is at stake, it is absolutely critical that the City be 100% satisfied with the quality, timeliness, expertise, and level of service provided by your maintenance contractor.

This is why DC Electric holds customer satisfaction as the single most important measure of our success. In addition to DC Electric's staff regularly checking with all of our customers to ensure they are satisfied; we also engage a 3<sup>rd</sup> party consultant to periodically contact our customers and provide feedback regarding their experience. We are pleased to say that based on the results of our 3<sup>rd</sup> party interviewing; DC Electric is proud to continually achieve 100% customer satisfaction. DC Electric feels so strongly about customer satisfaction that we have provided reference information below for *every* agency we perform streetlight or traffic signal maintenance services. It is easy for a contractor to hand pick 3 positive references. It is much more difficult to have confidence that every agency we support can act as a positive reference. We encourage you to contact any of them for information about our technical expertise, customer service, and company qualifications.



**Customer Reference List**

<b>Agency</b>	<b>Contact</b>	<b>Contact #:</b>	<b>Email</b>
City of Benicia	Ted Corder	707-580-5888	<a href="mailto:tcorder@ci.benicia.ca.us">tcorder@ci.benicia.ca.us</a>
City of Berkeley	Tom Salkowitz	510-517-3361	<a href="mailto:tsalkowitz@cityofberkeley.info">tsalkowitz@cityofberkeley.info</a>
City of Cloverdale	Derrick Montanye	707-894-1728	<a href="mailto:DMontanye@ci.cloverdale.ca.us">DMontanye@ci.cloverdale.ca.us</a>
City of Concord	Virenda Patel	925-671-3129	<a href="mailto:Virendra.Patel@cityofconcord.org">Virendra.Patel@cityofconcord.org</a>
City of Cotati	Craig Scott	707-665-3620	<a href="mailto:cscott@cotaticity.org">cscott@cotaticity.org</a>
City of Emeryville	Ryan O'Connell	510-596-4346	<a href="mailto:roconnell@emeryville.org">roconnell@emeryville.org</a>
City of Healdsburg	Jarrod Dericco	707-799-2623	<a href="mailto:jderrico@ci.healdsburg.ca.us">jderrico@ci.healdsburg.ca.us</a>
City of Lafayette	Mike Moran	925-935-1238	<a href="mailto:mmoran@ci.lafayette.ca.ua">mmoran@ci.lafayette.ca.ua</a>
City of Larkspur	Bob Quinn	707-246-2152	<a href="mailto:rquinn@cityoflarkspur.org">rquinn@cityoflarkspur.org</a>
City of Livermore	Jason Calkins	925-960-8042	<a href="mailto:jwcalkins@cityoflivermore.net">jwcalkins@cityoflivermore.net</a>
City of Mill Valley	Andrew Poster	415-384-4848	<a href="mailto:APoster@cityofmillvalley.org">APoster@cityofmillvalley.org</a>
City of Novato	Petr Skala	415-899-8237	<a href="mailto:PSkala@novato.org">PSkala@novato.org</a>
City of Oakley	Billilee Saengchalern	925-625-7154	<a href="mailto:Saengchalern@ci.oakley.ca.us">Saengchalern@ci.oakley.ca.us</a>
City of Orinda	Kevin McCourt	925-253-4251	<a href="mailto:kmccourt@cityoforinda.org">kmccourt@cityoforinda.org</a>
City of Petaluma	Jeff Stutsman	707-776-3673	<a href="mailto:jstutsman@ci.petaluma.ca.us">jstutsman@ci.petaluma.ca.us</a>
City of Rohnert Park	Tom Kelley	707-304-2880	<a href="mailto:tkelley@rpcity.org">tkelley@rpcity.org</a>
City of San Pablo	Daniel Gomez	510-215-3077	<a href="mailto:danielg@sanpabloca.gov">danielg@sanpabloca.gov</a>
City of San Rafael	Willie Lagleva	415-485-3496	<a href="mailto:Willie.Lagleva@cityofsanrafael.org">Willie.Lagleva@cityofsanrafael.org</a>
City of San Ramon	Greg Bender	925-973-2694	<a href="mailto:gbender@sanramon.ca.gov">gbender@sanramon.ca.gov</a>
City of Sausalito	Kevin McGowan	415-289-4176	<a href="mailto:KMcGowan@sausalito.gov">KMcGowan@sausalito.gov</a>
City of Sebastopol	Dante Del Prete	707-823-5331	<a href="mailto:ddelprete@cityofsebastopol.org">ddelprete@cityofsebastopol.org</a>
City of Ukiah	Andrew Stricklin	707-463-6297	<a href="mailto:astricklin@cityofukiah.com">astricklin@cityofukiah.com</a>
City of Walnut Creek	Karlan Larson	925-943-5899	<a href="mailto:klarson@walnut-creek.org">klarson@walnut-creek.org</a>
Contra Costa County	Dave Lavelle	925-383-8982	<a href="mailto:dave.lavelle@pw.cccounty.us">dave.lavelle@pw.cccounty.us</a>
County of Marin	Dan Dawson	415-473-6287	<a href="mailto:ddawson@marincounty.org">ddawson@marincounty.org</a>
County of Mendocino	Bill Wood	707-234-2823	<a href="mailto:woodw@mendocinocounty.org">woodw@mendocinocounty.org</a>
County of Sonoma	Joe Pease	707-565-2231	<a href="mailto:Joe.Pease@sonoma-county.org">Joe.Pease@sonoma-county.org</a>
GGNRA	Nick Geitner	(415) 740-4090	<a href="mailto:john_geitner@nps.gov">john_geitner@nps.gov</a>
The Presidio Trust	Petey (Vaega) Ulufatu	(415) 850-5657	<a href="mailto:VUlufatu@presidiotrust.gov">VUlufatu@presidiotrust.gov</a>
Town of Corte Madera	R.J. Suokko	415-927-5120	<a href="mailto:RSuokko@tcmmail.org">RSuokko@tcmmail.org</a>
Town of Fairfax	Loren Umbertis	415-453-2370	<a href="mailto:LUmbertis@townoffairfax.org">LUmbertis@townoffairfax.org</a>
Town of Ross	Richard Simonitch	415-453-1453	<a href="mailto:rsimonitch@townofross.org">rsimonitch@townofross.org</a>
Town of San Anselmo	Sean Condry	415-258-4676	<a href="mailto:scondry@townofsananselmo.org">scondry@townofsananselmo.org</a>
Town of Windsor	Tod Ceruti	707-536-3489	<a href="mailto:tceruti@townofwindsor.com">tceruti@townofwindsor.com</a>

## E. RESUMES (Key Personnel)

### Timothy Carter, Regional Vice President

- 20 years of local experience in traffic signal and street light maintenance industry.
- Bachelor of Arts Degree in Environmental Studies and Planning, Energy Management and Design from Sonoma State University.
- IMSA Certified - Work Zone Safety, Traffic Signal Level I & Level II
- 16 years of experience as a Project Manager for traffic signal and street light maintenance and construction management in the North Bay Area Region.

#### Employment:

- **DC Electric Group, Inc.** (2012 – Present)  
*Regional Vice President*
- **Republic Intelligent Transportation Services, Inc.** (2003 – 2012)  
*Project Manager & Service Operations Manager (2003 – 2012)*

#### Experience:

- Project Manager, Service Operations Manager, and primary contact person for all public agencies in Marin, Sonoma, Mendocino, Solano, Napa, Alameda, Contra Costa counties for all traffic signal maintenance, streetlight maintenance, and associated construction projects.
- **Currently responsible for the project management (maintenance, repair and after- hours emergency services) of signal and street light infrastructure for the following local agencies:** Cities of Novato, Petaluma, San Rafael, Mill Valley, Larkspur, Sausalito, Rohnert Park, Cotati, Sebastopol, Benicia, and Ukiah, Counties of Marin and Sonoma, Towns of Corte Madera, San Anselmo, Fairfax, Ross, and Windsor, as well as the Bel Marin Keys and Marinwood Community Services Districts.
- Specific knowledge of the geography and electrical infrastructure in the City of Novato and surrounding areas, including traffic signal and street light maintenance history.
- Managed a wide-variety of traffic signal, streetlight, and pedestrian improvement projects with excellent customer service, satisfaction, and safety:
- Expert in the installation and maintenance of Signalized Intersections, Street Lighting, Sport Lighting, Facility Lighting, Vehicle Detection (Video, Loops, Sensys™, etc.), Adaptive Traffic Control Systems, Battery back-up systems, CCTV Cameras, Emergency Vehicle Pre-emption (EVP), Signal interconnect and GPS time-clock installations, RRFBs, Lighted Crosswalks, Flashing Beacons, Radar Feedback Signs, Service Pedestals, Pedestrian (ADA) Upgrades/Improvements, Undergrounding and overhead utility and infrastructure, and Energy Efficiency Upgrades.
- Development and execution of traffic signal maintenance contracts and construction projects in the San Francisco Bay Area Region, with a concentration in the North Bay.
- Project manage from initial development through project completion including Estimating and proposal writing, Bid preparation, Contract Review/Execution, Purchasing, Subcontracting, Scheduling, Traffic Control Plans, Obtaining Permits, Job tracking and reporting, and Billing review
- Responsibility for Training and Safety as well as Fleet Management

***Tim Carter is the assigned point of contact for this proposal.***

## Justin Calkins, ITS Project Manager

- 20+ years of experience in Traffic Signal maintenance, operations, sales and support
- *IMSA Certified – Workzone Safety, Traffic Signal Field Technician Level III*
- Consortium for ITS Training and Education (C.I.T.E) – Traffic Engineering and Operations certification
- ITE - Northern California Section board member 2015-2017

### Experience:

- Traffic Signal Technician - City of Livermore, 9 years
- Engineering Technician – Aegis ITS, 2 Years
- Technical Sales / Technical Support – Econolite Control Products Inc., 5 Years
- ITS Project Manager – DC Electric 2017 - Present
- Video detection systems installation, configuration and troubleshooting including Autoscope, Iteris, Miovision, Gridsmart and Trafficon systems.
- CCTV installation, configuration, and operation
- Fiber optic and Ethernet over copper cabling and network switch configuration, troubleshooting and repair.
- Wireless communications equipment installation, configuration and troubleshooting
- Installation, modification and repair of NEMA TS-1, TS-2 and 332 cabinets
- Controller programming and troubleshooting including McCain 233/2033/Omni, Intelight, Cubic/Trafficware, Econolite, and D4 software platforms.
- Central system management and operation including Cubic/Trafficware ATMS.Now, Econolite Centraacs and McCain Transparency platforms.
- Evaluation and adjustment of signal timings and coordination plans
- Implementation, testing, and fine tuning of hardware, software, and signal timings for Transit priority systems.
- Update traffic signal network IP schemes for scalability.
- Configure and deploy network switches utilizing fiber optics, ethernet over copper and broadband radios to connect and modernize City's ITS systems.

## **John Abraham, Regional Manager**

- 38 years of total local experience in the electrical industry
- 27 years of experience in the traffic signal and street light maintenance industry
- Bachelor of the Arts Degree in Business Management
- IMSA Certified - Work Zone Safety, Traffic Signal Level I, Level II, Level III
- Other Certifications – Fiber Optic Technician, Airport Lighting Technician, Crane Operation and Asbestos Abatement

### **Experience:**

- Contra Costa County - Lead Electrician of the Traffic Signal Shop maintaining over 750 traffic signals and all streetlights within County jurisdiction.
- Lead emergency, non-emergency, and preventative maintenance technician for the following local municipal clients for the past 27+ years: Antioch, Brentwood, Clayton, Concord, Danville, Hercules, Martinez, Moraga, Oakley, Orinda, Pinole, Pleasant Hill, San Pablo, other agencies throughout the greater bay area.
- Extensive operational knowledge of various types of traffic signal equipment, controller assemblies, and associated electrical component functions: 332 & NEMA Cabs, 2070 controllers, 170 & NEMA TS1 and TS2 controllers. Installation, repair, programming and general maintenance of total controller assemblies including malfunction management systems, battery back-up systems, output circuit drivers, vehicle and pedestrian detectors including, magnetometer - based vehicle detection, wireless (Sensys Networks), inductive loop detection, Piezo loop detection, various video detection systems (Iteris, Econolite and Trafficon), emergency vehicle pre-emption systems (Opticom & Emtrac), vehicle and pedestrian indications, red light camera systems and all associated wiring, Installation and repair of traffic calming devices, lighted cross-walk systems, and radar feed-back signs. Expertise in investigation and repair of both stand-alone systems and coordinated intersections. Development and implementation of signal timing and coordination plans. Installation and troubleshooting of hardwire and wireless telemetry systems, (spread spectrum, etc.).
- Repair of electrical, electronic, and microprocessor-based equipment to the component level in the Signal Shop.
- Fabrication of specialized equipment for testing existing equipment and troubleshooting performance of equipment in the field.
- Streetlight maintenance and lighting retrofit projects.
- Electrical maintenance of all County facilities including airport lighting, phone/data systems and HVAC/refrigeration maintenance.
- Primary contact person for all public agencies within the County.
- Specific knowledge of the geography and electrical infrastructure in the East Bay and surrounding areas, including traffic signal and street light maintenance history.
- Planning, layout, estimating, purchasing, cost control, scheduling, and personnel management.
- In depth understanding of industrial standards, codes, and safety practices.

## Jeff Asch, Chief Operating Officer

- 22 years experience in streetlight and traffic signal maintenance, and 31 years of total experience in the electrical industry
- California State License Holder –Class B (General Building); C-10 (Electrical) C-31 (Construction Zone Traffic Control); C-61/D-31 (Pole Installation & Maintenance)
- Experienced executive with a proven track record of successfully operating and growing small businesses. Strengths include Operations, Project Development, Project Management, Accounting & Finance, Geographic Expansion, Information Technologies, Legal & Risk Management, and Contract Administration,
- Bachelor of Arts Degree in Government with High Honors, Wesleyan University, Middletown, CT  
Certificate in Energy Management & Design, Sonoma State University, Rohnert Park, CA

### Employment:

- **DC Electric Group, Inc.** (2015 – Present)  
*Chief Operating Officer*
- **Cartelligent** (2013 – 2015)  
*Chief Executive Officer*
- **Republic Intelligent Transportation Services, Inc.** (2002 – 2011)  
*Vice President & Chief Financial Officer* (2002 – 2011)
- **Northeast Energy Services Company (NORESCO)**  
*Western Region Vice President* (2000 – 2002)  
*Western Regional Manager* (1997 – 2000)  
*Engineering & Project Management* (1994 – 1997)

### Experience:

- At Northeast Energy Services Company, oversaw western regional operations for the premier provider of energy efficiency services, including expansions to central and southern California, Hawaii, and the Pacific Northwest, growing the region from \$1M in annual construction to over \$30M. Key clients included Pacific Gas & Electric, Southern California Edison, Safeway, Rite-Aid, the County of Los Angeles, the California Army National Guard, as well as smaller cities throughout California.
- As the Vice President & Chief Financial Officer of Republic Intelligent Transportation Services, Inc., helped operate the nation’s leading traffic signal and streetlight maintenance services company with 10,000 intersections and over 170,000 streetlights under maintenance. Oversaw the expansion to New England, Southern California, Texas, and Arizona.
- As the Chief Operating Officer of DC Electric, Inc. has direct oversight for all operations. Responsible for all project management, management, and administrative functions such as accounting, fleet management, insurance, risk management, legal, and IT, including the creation and ongoing support for our web-based custom written streetlight and traffic signal work order management system.

## **Dave D'Elicio, CEO**

- 20 years local experience in the traffic signal, street lighting, and electrical industry.
- 17 years Journeyman Electrician, IBEW Local #551
- D.I.R State Certified General Electrician
- California State License Holder – C-10
- *IMSA Certified – Traffic Signal Field Technician Level II*
- Exceptional training and understanding of electrical theory and its relation to practical application

### **Experience:**

- Traffic Signal and Street Light Repair and Maintenance Technician
- Extensive knowledge of various types of traffic signal equipment, controller assemblies, and associated electrical component functions. Installation, repair, programming, and general maintenance of total controller assemblies including malfunction management systems, output circuit drivers, and vehicle and pedestrian detectors including inductive loop detection and video detection systems.
- Emergency, non-emergency, and preventative maintenance service for the following local municipal clients: City of Emeryville, City of San Rafael, City of Mill Valley, City of Petaluma, City of Rohnert Park, City of Novato, City of Sausalito, Town of San Anselmo, Town of Ross, Town of Corte Madera, and County of Marin.
- Industrial electrical design, installation, and repair with expertise in street light and traffic signal infrastructure installations and associated undergrounding. Extensive history in design, installation, programming, and maintenance of commercial energy management systems and smart systems.

## Patrick Madden

### Sr. Traffic Signal & Streetlight Technician

- 34 years Journeyman Electrician
- California State Certified – General Electrician
- IMSA Certified – Workzone Safety, Traffic Signal Field Technician Level I, II & III
- 14 years local experience in the traffic signal, street lighting industry including maintenance, repair, and on-call emergency services.
- General knowledge of the geography, history, and technical requirements of the electrical infrastructure system for the North Bay and surrounding areas.

### Experience:

- Senior Traffic Signal Technician, Foreman and Superintendent
- Operational knowledge of various types of traffic signal equipment, controller assemblies and associated electrical component functions: 332 & NEMA Cabs, 170 & NEMA TS1, and TS2 controllers. Installation, repair, programming, and general maintenance of total controller assemblies including malfunction management systems, battery back-up systems, output circuit drivers, vehicle and pedestrian detectors including, magnetometer – based vehicle detection, wireless (Sensys Networks), inductive loop detection, Piezo loop detection, various video detection systems (Iteris, Econolite and Trafficon), emergency vehicle pre-emption systems (Opticom & Emtrac), vehicle and pedestrian indications, in pavement warning systems, traffic calming devices, red light camera systems, and all associated wiring.
- 10 years experience in complete operations (maintenance, repair and after – hours emergency services) of Traffic Signal infrastructure for the following local municipal agencies:
- Cities of Novato, San Rafael, Mill Valley, Larkspur, Sausalito, Rohnert Park, Cotati, Sebastopol, American Canyon, El Cerrito, Benicia, Emeryville and Ukiah. Counties of Marin and Sonoma. Towns of Corte Madera, San Anselmo, Fairfax, Ross, and Windsor.
- 10 years experience in complete operations (maintenance, repair and after-hours emergency services) of Streetlight infrastructure for the following local municipal agencies:
- El Cerrito, Emeryville, Windsor, Benicia and total inventories for all MGSA agencies (Cities of Novato, San Rafael, Mill Valley, Larkspur, Sausalito and Belvedere. County of Marin, Towns of Corte Madera, San Anselmo, Fairfax, Ross, Tiburon. Community Services Districts, Bel Marin Keys and Marinwood.
- On-Call utility locate and marking (USA)

## Chris Wilson

### Traffic Signal and Street Light Foreman

- 21 years of local experience in the traffic signal, street lighting, and electrical industry
- 16 years Journeyman Electrician, IBEW Local #551
- IBEW Local #551 Apprenticeship Program
- D.I.R State Certified General Electrician
- *IMSA Certified – Work Zone Safety, Traffic Signal Level I, Level II, & Level III*
- Tower climbing, aerial safety, and rescue training and certification
- Anritsu Site Master line sweep certification.
- Andrew Institute EZFIT and Positive Stop Series connectors certification
- Specific knowledge of the geography and the electrical infrastructure for the North Bay Area

### Experience:

- Traffic signal and street light maintenance, repair – Journeyman Electrician and Field Superintendent
- Extensive knowledge of various types of traffic signal equipment, controller assemblies, and associated electrical component functions. Installation, repair, programming, and general maintenance of total controller assemblies including malfunction management systems, output circuit drivers, and vehicle and pedestrian detectors including inductive loop detection and video detection systems
- Expert underground utility location and repair
- Emergency, non-emergency, and preventative maintenance service for the following local municipal clients: Cities of Novato, San Rafael, Mill Valley, Larkspur, Sausalito, Rohnert Park, Cotati, Sebastopol, American Canyon, Benicia, Emeryville, Petaluma, and Ukiah. Counties of Marin and Sonoma. Towns of Corte Madera, San Anselmo, Fairfax, Ross and Windsor.



## Jason Filippi

### Traffic Signal and Street Light Technician

- 18 years traffic signal and streetlight maintenance technician for MGSA and surrounding agencies.
- 14 years Journeyman Electrician, IBEW Local #551
- IBEW 1245 Apprenticeship Program (4 years)
- 21 years local experience in the electrical construction industry with extensive underground and joint trenching experience for PG&E.
- D.I.R State Certified General Electrician
- *IMSA Certified – Work Zone Safety, Traffic Signal Level I, Level II, & Level III*
- OSHA 20 / Forklift Certified
- Specific knowledge of the geography and the electrical infrastructure for the North Bay Area

### Experience:

- Traffic signal and street light maintenance, repair – Journeyman Electrician
- Extensive knowledge of various types of street light and traffic signal equipment, controller assemblies, and associated electrical component functions. Installation, repair, programming, and general maintenance of total controller assemblies including malfunction management systems, output circuit drivers, and vehicle and pedestrian detectors including inductive loop detection and video detection systems.
- Expert underground utility location and repair
- Emergency, non-emergency, and preventative maintenance service for the following local municipal clients: Cities of Novato, San Rafael, Mill Valley, Larkspur, Sausalito, Rohnert Park, Cotati, Sebastopol, American Canyon, Benicia, Berkeley, Emeryville, and Ukiah. Counties of Marin and Sonoma. Towns of Corte Madera, San Anselmo, Fairfax, Ross, and Windsor.

***F. ACKNOWLEDGEMENT OF CITY'S AGREEMENT AND INSURANCE REQUIREMENTS***

DC Electric Group, Inc. has reviewed the proposed Contract (Attachment C) and the associated insurance requirements. We hereby accept all terms and conditions contained in the agreement. Additionally, we acknowledge the amended bid schedule which includes the option for discount pricing on the hourly rate for USA ticket work. As the City of San Rafael's current signal maintenance provider, our insurance certificate is currently on file with the City and is ***attached to the end of this proposal.***

## G. ATTACHMENTS

### 1.) Contractor's License

#### Contractor's License Detail for License # 949934

**DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.**

- ▶ CSLB complaint disclosure is restricted by law ([B&P 7124.6](#)) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click [here](#) for a definition of disclosable actions.
- ▶ Only construction related civil judgments reported to CSLB are disclosed ([B&P 7071.17](#)).
- ▶ Arbitrations are not listed unless the contractor fails to comply with the terms.
- ▶ Due to workload, there may be relevant information that has not yet been entered into the board's license database.

#### Business Information

D C ELECTRIC GROUP INC  
 P O BOX 7525  
 COTATI, CA 94931  
 Business Phone Number:(707) 992-0141

**Entity** Corporation  
**Issue Date** 07/14/2010  
**Reissue Date** 10/17/2013  
**Expire Date** 10/31/2025

#### License Status

**This license is current and active.**

All information below should be reviewed.


#### Classifications

- ▶ [A - GENERAL ENGINEERING](#)
- ▶ [C10 - ELECTRICAL](#)
- ▶ [C31 - CONSTRUCTION ZONE TRAFFIC CONTROL](#)
- ▶ [C-61 / D31 - POLE INSTALLATION AND MAINTENANCE](#)
- ▶ [B - GENERAL BUILDING](#)

## 2.) Corporate W9

Form <b>W-9</b> (Rev. March 2024) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer                  Identification Number and Certification</b> Go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> for instructions and the latest information.	Give form to the requester. Do not send to the IRS.
Before you begin. For guidance related to the purpose of Form W-9, see <i>Purpose of Form</i> , below.		
1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) <b>DC Electric Group, Inc.</b>		
2 Business name/disregarded entity name, if different from above.		
Print or type. See Specific Instructions on page 3.	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input checked="" type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions)	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)	
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . <input type="checkbox"/>	
	5 Address (number, street, and apt. or suite no.). See instructions. <b>PO Box 7525; 605 W. Sierra Ave</b>	
6 City, state, and ZIP code <b>Cotati, CA 94931</b>		Requester's name and address (optional)
7 List account number(s) here (optional)		
<b>Part I Taxpayer Identification Number (TIN)</b> Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. See also <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.		
		Social security number [ ] [ ] [ ] - [ ] [ ] - [ ] [ ] [ ] [ ] or Employer identification number 4 6 - 3 6 1 2 0 1 0
<b>Part II Certification</b> Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. <b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.		
Sign Here	Signature of U.S. person 	Date 5/1/2024
<b>General Instructions</b> Section references are to the Internal Revenue Code unless otherwise noted. <b>Future developments.</b> For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> . <b>What's New</b> Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.		
New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065). <b>Purpose of Form</b> An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they		

### 3.) Business License (City of San Rafael)

<b>BUSINESS TAX CERTIFICATE #</b>	<b>052243</b>	 <b>SAN RAFAEL</b> THE CITY WITH A MISSION 1400 Fifth Avenue San Rafael, CA 94901 <a href="http://www.cityofsanrafael.org/businesslicenses">www.cityofsanrafael.org/businesslicenses</a> (415) 485-3053 - FAX (415) 485-3100						
<p>This certificate is issued for registration and revenue purposes only. It is issued without verification that the holder is subject to, exempt from, or in compliance with any other legal requirements, including City zoning or fire codes. <b>Failure to receive a renewal notice does not relieve the holder's responsibility to maintain a current certificate while conducting business in the City.</b></p>								
<b>BUSINESS NAME:</b>	DC Electric Group, Inc.	<table border="1"><tr><td><b>Renewal Cycle:</b></td><td>Annual (end of Dec)</td></tr><tr><td colspan="2">To verify the validity of this certificate, please visit the above website.</td></tr><tr><td><b>Description:</b></td><td>CONTRACTOR OUT OF TOWN</td></tr></table>	<b>Renewal Cycle:</b>	Annual (end of Dec)	To verify the validity of this certificate, please visit the above website.		<b>Description:</b>	CONTRACTOR OUT OF TOWN
<b>Renewal Cycle:</b>	Annual (end of Dec)							
To verify the validity of this certificate, please visit the above website.								
<b>Description:</b>	CONTRACTOR OUT OF TOWN							
<b>BUSINESS LOCATION:</b>	605 W SIERRA AVE COTATI, CA 94931-4279							
<b>BUSINESS OWNER</b>	DC Electric Group, Inc.							
<p>SHANNON LONG DC ELECTRIC GROUP, INC. PO BOX 7525 COTATI, CA 94931-7560</p>		<p><small>Starting January 1, 2021, Assembly Bill 1607 requires the prevention of gender-based discrimination of business establishments. A full notice is available in English or other languages by going to: <a href="https://www.dca.ca.gov/publications/">https://www.dca.ca.gov/publications/</a></small></p> <p><b>NOT TRANSFERABLE: REPORT CHANGES OF ADDRESS, OWNERSHIP, OR ACTIVITY.</b></p>						
<p><b>KEEP AVAILABLE AT ALL TIMES WHILE WORKING IN SAN RAFAEL</b></p>								

### 4.) Insurance Certificate



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/15/2024

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 have ADDITIONAL INSURED provisions or 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).

<b>PRODUCER</b> Woodruff-Sawyer & Co. 50 California Street, Floor 12 San Francisco CA 94111		<b>CONTACT NAME:</b> Rose Amoroso <b>PHONE (A/C, No, Ext):</b> 415-402-8807 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> ramoroso@woodruffswayer.com	
<b>INSURED</b> DC Electric Group, Inc. P.O. Box 7525 Cotati, CA 94931		<b>DCELECT-01</b> INSURER (S) AFFORDING COVERAGE INSURER A : National Fire Insurance Company of Hartford 20478 INSURER B : American Casualty Company of Reading 20427 INSURER C : Transportation Insurance Company 20494 INSURER D : INSURER E : INSURER F :	

**COVERAGES**      **CERTIFICATE NUMBER:** 449798433      **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 INSD	SUBR WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		GL7036532942	3/1/2024	3/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POF AGG \$ 2,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY  UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	BUA7036532973	3/1/2024	3/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	WC7036532987	3/1/2024	3/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Re: Job: On Call Electrical Maintenance within the City of San Rafael.  
 The City of San Rafael, Marin County, and their officers, agents and employees are included as Additional Insured as respects General Liability and Auto Liability on a Primary and Non-contributory basis with a waiver of subrogation to the extent provided in the attached forms.  
 Policies contain a 30-day notice of cancellation and a 10-day notice of cancellation for non-payment of premium.

<b>CERTIFICATE HOLDER</b>  City of San Rafael Department of Public Works 111 Morphew Street San Rafael, CA 94901	<b>CANCELLATION</b>  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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ACORD 25 (2016/03)

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# **Exhibit A - Scope**

## **SERVICES TO BE PROVIDED**

### **BY CONTRACTOR**

#### **Safety Lighting, Traffic Signal Maintenance Tasks & ITS Support Services**

The City requires that the Contractor provide monthly, quarterly, semi-annual, and annual maintenance on all signals, flashing beacons, and other related safety lighting as listed below. Maintenance includes emergency, routine preventative work, USA Locate & Mark services and Intelligent Transportation System (ITS) Support Services (Traffic Signal Operations & Network Support Services). Additionally, tasks may also include on-call servicing, repair, and replacement work to City's lighting fixtures and equipment, including, but not limited to street light work not already covered under another agreement.

The services provided by Contractor will include the following provision:

- Basic (Monthly, Quarterly, Semi-Annual, and Annual) preventative maintenance services on an ongoing basis.
- Respond and make corrective action to all daytime service requests within 30 minutes weekdays (7:00 A.M. to 5:00 P.M.) and 60 minutes on weekday evenings (5:00 P.M. to 7:00 A.M.), weekends, and holidays.
- Verification to City staff that emergency work has been completed.
- Semi-annually vacuum and cleaning of all cabinets.
- Monthly daylight (7:00 A.M. to 5:00 P.M.) inspection of all signals and related equipment.
- Monthly nighttime (5:00 P.M. to 7:00 A.M.) inspection of all signals and safety lighting.
- Repair or replacement of signal control devices.
- Prompt response and execution of USA Locate & Mark service requests as coordinated by City representative
- Warranty service for any and all equipment supplied by Contractor.
- Advance notification to City staff of planned service, which require intersection shutdowns or impacts to traffic.
- Submission to City of accurately maintained and detailed inventory records.
- Submission to City of monthly, quarterly, semi-annual, and annual preventative maintenance forms.
- Submission to City of accurate monthly activity reports and records.
- Professional and diligent performance of contract requirements.

The Contractor shall provide ongoing and regular emergency, routine, and preventative maintenance repairs of the City's traffic signal equipment, associated lighting, and other pertinent apparatus by duly trained and qualified personnel.

Throughout the term of this agreement, the Contractor shall provide and maintain emergency service response on a 24-hour, 365-day cycle, including all holidays. All personnel for Contractor shall be dispatched and have continuous communication access through two-way radio, pager, and/or cellular phone. The response time for initial evaluation, safety, and clean-up tasks is thirty (30) minutes from notification on weekdays (7:00 A.M. to 5:00 P.M.), and sixty (60) minutes on weekday evenings (5:00 P.M. to 7:00 A.M.), weekends, and holidays. The outside time limit for follow-up action is four (4) hours from notification. In cases of major malfunction and/or damage, the Contractor shall contact the Traffic Operations Engineer or their designee to receive further direction.

The Contractor shall follow Caltrans standards for traffic control and lane closures at all times while working on any City right-of-way. All vehicles that are used by the Contractor shall have the Contractor's identification markings. In addition, all Contractor's employees while working on a City service call shall wear Contractor's uniform and carry personal identification cards.

The Contractor shall not represent the City in matters of policy or procedures under this contract, shall not make any reference to City policy or procedures, and shall refer all questions or inquiries from the public regarding policy and procedures, or terms of this Agreement to the City Traffic Operations Engineer or their designee.

### **Preventative Maintenance Schedule (On-Site)**

#### ***Monthly Preventative Maintenance Program***

The monthly preventative maintenance program will consist of the following tasks:

1. Signal Controller
  - Visually inspect for proper operation
  - Controller display working
  - Proper timing and coordination
  - All phases on recall
2. Video Detection Cameras
  - Check the camera display from the cabinet to assure proper alignment of the camera.
  - Check the vehicle detection of the camera.
3. Detectors and Loops
  - Because of the video detection not all intersections have detector loops. If present, visually inspect for exposed wires, crack, and/or pot holes
  - Check and tune detector amplifiers.
4. Signal & Pedestrian Heads
  - Visually inspect all vehicular and pedestrian signals for proper operation and replace outages
    - Check overall intersection operation
    - Check that all pedestrian signals are in good condition and aimed properly



- Check all audible and tactile pedestrian signal are in good condition and properly positioned (where applicable)

#### 5. Pedestrian Push Buttons

- Visually inspect and note condition
- Actuate each button for proper operation

#### 6. Rapid Rectangular Flashing Beacon (RRFB) Sign

- Check the pedestrian push button actuation
- Visually inspect the operation of the RRFB sign

#### 7. Radio Communication (where applicable)

- Check operation - is timing clock correct
- Visually Inspect cables, antenna, and other hardware

#### 8. Pre-Emption

- Actuate pre-empt to check operation
- Visually inspect cables, antenna, and other hardware

#### 9. Battery Backup Systems

- Test battery charge

#### 10. Miscellaneous

- Check PG&E meter seal
- Inspect pull box lids
- Visually inspect mast arms, signal housings, and other signal hardware

#### 11. Night Inspections

- Traffic signal heads
- Pedestrian signal heads
- Beacons
- Luminaires

### ***Quarterly Preventative Maintenance Program***

The quarterly preventative maintenance program will consist of the following tasks:

#### 1. Controller Cabinet

- Check ground fault receptacle
- General Appearance

- Inspect door gasket condition
- Inspect door lock operation
- Operate and inspect ventilation fan and cabinet light (where applicable}
- Inspect for pests, including removing insects and critters that have taken up resident

## 2. Battery Backup System Testing

- Test Battery Backup System (BBS) for proper operation.
- Clean battery terminals and apply battery terminal and cable protector grease.
- Note if BBS batteries need replacement.

## 3. Miscellaneous

- Hand hole covers, present & secure
- Pull boxes
- Condition of splices
- Clear of debris

### ***Semi-annual Preventative Maintenance Program***

The semi-annual preventative maintenance program will consist of the following tasks:

#### 1. Controller Cabinet

- Visually inspect ventilation filter
- Check wire schematics and records to make sure they are it he cabinet
- Measure voltage level at service entrance in cabinet and record
- Vacuum and clean controller cabinet and contents
- Inspect terminal blocks
- Prior to the start of the rainy season provide winter preparation by checking the cabinet seals and re-sealing where needed to provide a waterproof cabinet.

#### 2. Road/Loop Condition

- Loop Sealant

#### 3. Signal Heads

- Visually check integrity of splices
- Visually check for wear and function on electromechanical controllers
- Check overall intersection operation

#### 4. Miscellaneous

- Condition of paint (frameworks, heads, cabinet, poles, and other appurtenances)

### ***Annual Preventative Maintenance Program***

The annual preventative maintenance program will consist of the following tasks:

#### 1. Controller Cabinet

- Lubricate hinges and lock when necessary
- Replace cabinet air filter
- Check and replace (if necessary) weatherproof gasket seal

#### 2. Signal System Assessment

- Check load switches
- Perform conflict monitor test and submit printout to City
- Check relays
- Check for water accumulation and duct sealant
- Check all connectors
- Clean and polish all lenses and reflectors
- Perform LED intensity evaluation for output compliance and replace LEDs as necessary
- Replace up to 10 bent visors and backplates
- Paint up to 10 signal and pedestrian heads per year as necessary
- Perform integrity test on all hardwire interconnect lines
- Inspect and align antennas for remote monitoring

#### 3. Miscellaneous

- Anchor bolts tightened

### **Intelligent Transportation System (ITS) Support Services (Remote)**

In addition to the on-site routine maintenance, the Contractor shall provide regular remote monitoring to all the ITS components and initiate actions to restore full functionality in a timely fashion to increase safety, improve efficiency, and maintain reliability. The timely restoration will reduce down-times for all traffic signals and save the public from unnecessary delays.

### ***Daily ITS Support***

The daily ITS support services will consist of the following tasks:

1. Traffic Operations Center (TOC) Operator to check ATMS System (Centrac) daily for:

- Controller Alarms
  - Signals in Flash
  - Communication outages or interruptions
  - Coordination failures
  - CMS sign messaging
  - Emergency Vehicle Preemption functionality
  - Transit Priority functionality
2. TOC Operator to check Miovision Signal Performance & Monitoring (SPM) daily for:
    - Detection Errors
    - System Hardware Issues
    - Communication Outages or Interruptions
  3. Setup systems to automatically alert users to potential issues off hours as-needed
  4. Any issues found will be automatically dispatched to technicians to resolve in the field (to be billed separately on T&M basis).

### ***Weekly ITS Support***

The weekly ITS support services will consist of the following tasks:

1. Check SPM system for “hot spot” traffic issues and format into weekly report for City review
2. Work with City Staff and on-call engineering service provider to implement solutions as needed (to be billed separately on T&M basis).
3. Support ongoing documentation and management of the field network including IP addressing, physical network layout and mapping, switch configuration, etc.

### ***Monthly ITS Support***

The monthly ITS support services will consist of the following tasks:

1. Meet with City staff and City signal timing and/or design consultants to discuss capital investment proposals needed to maintain and improve the ITS functionality and performance.

### ***Quarterly ITS Support***

The monthly ITS support services will consist of the following tasks:

1. TOC operator to check all CCTV cameras in the system for proper operation and communications
2. Observe all Miovision cameras in the system for proper operation, detection, and alignment to ensure accurate data collection
3. Present recommendations for improvements to signal operations (i.e. signal timing/phasing, communication improvements, signal hardware upgrade/replacement needs, etc.

### Contract Pricing

Item No.	Item	Units	Qty	Unit Price	Total	Frequency	Annual Total
<b>REQUIRED ITEMS INCLUDED IN SCOPE OF SERVICES</b>							
1	<b>Signalized Intersection</b>	Ea/Month	94	\$78.00	\$7,332.00	12	\$87,984.00
2	<b>RRFB</b>	Ea/Month	6	\$38.00	\$228.00	12	\$2,736.00
3	<b>BBS Testing</b>	Ea/Quarter	94	\$78.00	\$7,332.00	4	\$29,328.00
4	<b>ITS Support Services</b>	Ea/Month	94	\$26.00	\$2,444.00	12	\$29,328.00
<b>ADDITIONAL ITEMS IN SCOPE OF SERVICES (COMPENSATION FOR EXTRA WORK)</b>							
		<b>Units</b>		<b>Rate</b>			
1	Signal Maintenance Technician (straight time)	Hour		\$ 130.00			
2	Signal Maintenance Technician (over time)	Hour		\$ 180.00			
3	Signal Maintenance Technician (double time)	Hour		\$ 220.00			
4	Bucket Truck	Hour		\$ 34.00			
5	Percent Markup on Materials	%		\$ 15.00			
6	USA Locate & Mark Technician (straight time) (20% Discount On Signal Tech Hourly Rate)	Hour		\$ 104.00			

### List of Locations

	<u>Location</u>	<u>Location Type</u>
TS - 1	2nd & 4th	Signalized Intersection
TS - 2	2nd & A	Signalized Intersection
TS - 3	2nd & B	Signalized Intersection
TS - 4	2nd & C	Signalized Intersection
TS - 5	2nd & D	Signalized Intersection
TS - 6	2nd & E	Signalized Intersection
TS - 7	2nd & East St	Signalized Intersection
TS - 8	2nd & G	Signalized Intersection
TS - 9	2nd & Grand	Signalized Intersection
TS - 10	2nd & Hetherton	Signalized Intersection
TS - 11	2nd & Irwin	Signalized Intersection
TS - 12	2nd & Lincoln	Signalized Intersection
TS - 13	2nd & Lindaro	Signalized Intersection
TS - 14	2nd & Shaver	Signalized Intersection
TS - 15	2nd & W. Francisco/Tamalpais	Signalized Intersection
TS - 16	3rd & A	Signalized Intersection
TS - 17	3rd & B	Signalized Intersection
TS - 18	3rd & C	Signalized Intersection
TS - 19	3rd & D	Signalized Intersection
TS - 20	3rd & E	Signalized Intersection
TS - 21	3rd & Grand	Signalized Intersection
TS - 22	3rd & Hetherton	Signalized Intersection

TS - 23	3rd & Irwin	Signalized Intersection
TS - 24	3rd & Lincoln	Signalized Intersection
TS - 25	3rd & Lindaro	Signalized Intersection
TS - 26	3rd & Shaver	Signalized Intersection
TS - 27	3rd & Tamalpais	Signalized Intersection
TS - 28	3rd & Union	Signalized Intersection
TS - 29	3rd St & Brooks St	Signalized Intersection
TS - 30	3rd St & SRHS (HAWK Signal)	Signalized Intersection
TS - 31	4th & A	Signalized Intersection
TS - 32	4th & B	Signalized Intersection
TS - 33	4th & C	Signalized Intersection
TS - 34	4th & Cijos	Signalized Intersection
TS - 35	4th & City Plaza (used to be Court)	Signalized Intersection
TS - 36	4th & D	Signalized Intersection
TS - 37	4th & E	Signalized Intersection
TS - 38	4th & Grand Ave.	Signalized Intersection
TS - 39	4th & Greenfield	Signalized Intersection
TS - 40	4th & H	Signalized Intersection
TS - 41	4th & Hetherton	Signalized Intersection
TS - 42	4th & Irwin	Signalized Intersection
TS - 43	4th & Lincoln	Signalized Intersection
TS - 44	4th & Lootens	Signalized Intersection
TS - 45	4th & Ross Valley	Signalized Intersection
TS - 46	4th & Tamalpais	Signalized Intersection
TS - 47	5th & A St	Signalized Intersection
TS - 48	5th & B	Signalized Intersection
TS - 49	5th & C	Signalized Intersection
TS - 50	5th & Court	Signalized Intersection
TS - 51	5th & E	Signalized Intersection
TS - 52	5th & H (Flash Only)	Signalized Intersection
TS - 53	5th & Hetherton	Signalized Intersection
TS - 54	5th & Irwin	Signalized Intersection
TS - 55	5th & Lincoln	Signalized Intersection
TS - 56	5th & Tamalpais	Signalized Intersection
TS - 57	Andersen & DuBois	Signalized Intersection
TS - 58	Andersen & Irwin	Signalized Intersection
TS - 59	Andersen & Lindaro	Signalized Intersection
TS - 60	Andersen & W. Francisco	Signalized Intersection
TS - 61	Bellam & Andersen	Signalized Intersection

TS - 62	Bellam & Kerner	Signalized Intersection
TS - 63	Civic Center & McInnis	Signalized Intersection
TS - 64	Civic Center & Merrydale / Scettrini	Signalized Intersection
TS - 65	D & Bayview	Signalized Intersection
TS - 66	E. Francisco & Irene	Signalized Intersection
TS - 67	E. Francisco & Medway	Signalized Intersection
TS - 68	E. Francisco & Shoreline	Signalized Intersection
TS - 69	Francisco Blvd W & Rice Dr	Signalized Intersection
TS - 70	Kerner & Irene	Signalized Intersection
TS - 71	Las Gallinas & Del Presidio	Signalized Intersection
TS - 72	Las Gallinas & Merrydale	Signalized Intersection
TS - 73	Las Gallinas & Northgate	Signalized Intersection
TS - 74	Las Gallinas & Nova Albion	Signalized Intersection
TS - 75	Lincoln & Linden	Signalized Intersection
TS - 76	Lincoln & Paloma	Signalized Intersection
TS - 77	Lindaro & Corporate Ctr.	Signalized Intersection
TS - 78	Los Ranchitos & Northgate	Signalized Intersection
TS - 79	Lucas Valley Rd. & Los Gamos Dr.	Signalized Intersection
TS - 80	Mission & Hetherton	Signalized Intersection
TS - 81	Mission & Irwin	Signalized Intersection
TS - 82	Mission & Lincoln	Signalized Intersection
TS - 83	Mission & Tamalpais	Signalized Intersection
TS - 84	MTF & Del Presidio	Signalized Intersection
TS - 85	MTF & Las Gallinas	Signalized Intersection
TS - 86	MTF & Northgate	Signalized Intersection
TS - 87	N. San Pedro & Civic Center	Signalized Intersection
TS - 88	N. San Pedro & Los Ranchitos	Signalized Intersection
TS - 89	N. San Pedro & Merrydale	Signalized Intersection
TS - 90	Nova Albion & Arias	Signalized Intersection
TS - 91	Pt. San Pedro & Lochinvar/Loch Lomond Dr	Signalized Intersection
TS - 92	Redwood Hwy & Mitchell	Signalized Intersection
TS - 93	Redwood Hwy & Professional Center	Signalized Intersection
TS - 94	Redwood Hwy & Smith Ranch	Signalized Intersection
RRFB - 1	5th & Cottage	RRFB
RRFB - 2	5th Ave & G St	RRFB
RRFB - 3	Belvedere St & Vivian St	RRFB
RRFB - 4	Civic Center Dr & Armory DR	RRFB
RRFB - 5	Lincoln Ave & Laurel Pl	RRFB
RRFB - 6	Mission Ave & Court St	RRFB

**Exhibit B**  
**BOND FORMS**

*Required for contracts over \$25,000.*



## Payment Bond

City of San Rafael ("**City**") and DC Electric Group, Inc., ("**Contractor**") have entered into a contract, dated \_\_\_\_\_, 20\_\_\_\_ ("**Contract**") for work on the Citywide Safety Electrical Services ("**Project**"). The Contract is incorporated by reference into this Payment Bond ("**Bond**").

1. **General.** Under this Bond, Contractor as principal and \_\_\_\_\_, its surety ("**Surety**"), are bound to City as obligee in an amount not less than \$ \_\_\_\_\_, under California Civil Code sections 9550, et seq.
2. **Surety's Obligation.** If Contractor or any of its subcontractors fails to pay any of the persons named in California Civil Code section 9100 amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Contractor and its subcontractors, under California Unemployment Insurance Code section 13020, with respect to the work and labor, then Surety will pay for the same.
3. **Beneficiaries.** This Bond inures to the benefit of any of the persons named in California Civil Code section 9100, so as to give a right of action to those persons or their assigns in any suit brought upon this Bond. Contractor must promptly provide a copy of this Bond upon request by any person with legal rights under this Bond.
4. **Duration.** If Contractor promptly makes payment of all sums for all labor, materials, and equipment furnished for use in the performance of the Work required by the Contract, in conformance with the time requirements set forth in the Contract and as required by California law, Surety's obligations under this Bond will be null and void. Otherwise, Surety's obligations will remain in full force and effect.
5. **Waivers.** Surety waives any requirement to be notified of alterations to the Contract or extensions of time for performance of the Work under the Contract. Surety waives the provisions of Civil Code sections 2819 and 2845. City waives requirement of a new bond for any supplemental contract under Civil Code section 9550. Any notice to Surety may be given in the manner specified in the Contract and delivered or transmitted to Surety as follows:

Attn: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

6. **Law and Venue.** This Bond will be governed by California law, and any dispute pursuant to this Bond will be venued in the Superior Court of Marin County, and no other place. Surety will be responsible for City's attorneys' fees and costs in any action to enforce the provisions of this Bond.

7. **Effective Date; Execution.** This Bond is entered into and is effective on \_\_\_\_\_, 20\_\_\_. Three identical counterparts of this Bond, each of which is deemed an original for all purposes, are hereby executed and submitted.

SURETY: \_\_\_\_\_  
Business Name

s/ \_\_\_\_\_

\_\_\_\_\_  
Name/Title

(Attach Acknowledgment with Notary Seal and Power of Attorney)

CONTRACTOR: \_\_\_\_\_  
Business Name

s/ \_\_\_\_\_

\_\_\_\_\_  
Name/Title

s/ \_\_\_\_\_

\_\_\_\_\_  
Name/Title

APPROVED BY CITY:

s/ \_\_\_\_\_ Date  
ROBERT F. EPSTEIN, City Attorney

END OF PAYMENT BOND

## Performance Bond

City of San Rafael (“**City**”) and DC Electric Group, Inc., (“**Contractor**”) have entered into a contract, dated \_\_\_\_\_, 20\_\_\_\_ (“**Contract**”) for work on the Citywide Safety Electrical Services (“**Project**”). The Contract is incorporated by reference into this Performance Bond (“**Bond**”).

1. **General.** Under this Bond, Contractor as Principal and \_\_\_\_\_, its surety (“**Surety**”), are bound to City as obligee for an amount not less than \$ \_\_\_\_\_. By executing this Bond, Contractor and Surety bind themselves and their respective heirs, executors, administrators, successors and assigns, jointly and severally, to the provisions of this Bond.
2. **Surety’s Obligations; Waiver.** If Contractor fully performs its obligations under the Contract, including its warranty obligations under the Contract, Surety’s obligations under this Bond will become null and void upon City’s acceptance of the Project, provided Contractor has timely provided a warranty bond as required under the Contract. Otherwise Surety’s obligations will remain in full force and effect until expiration of the one year warranty period under the Contract. Surety waives any requirement to be notified of and further consents to any alterations to the Contract made under the applicable provisions of the Contract documents, including changes to the scope of Work or extensions of time for performance of Work under the Contract. Surety waives the provisions of Civil Code sections 2819 and 2845.
3. **Application of Contract Balance.** Upon making a demand on this Bond for completion of the Work prior to acceptance of the Project, City will make the Contract Balance available to Surety for completion of the Work under the Contract. For purposes of this provision, the Contract Balance is defined as the total amount payable by City to Contractor as the Compensation minus amounts already paid to Contractor, and minus any liquidated damages, credits, or backcharges to which City is entitled under the terms of the Contract.
4. **Contractor Default.** Upon written notification from City that Contractor is in default under the Contract, time being of the essence, Surety must act within seven calendar days of receipt of the notice to remedy the default through one of the following courses of action:
  - 4.1 Arrange for completion of the Work under the Contract by Contractor, with City’s consent, but only if Contractor is in default solely due to its financial inability to complete the Work;
  - 4.2 Arrange for completion of the Work under the Contract by a qualified contractor acceptable to City, and secured by performance and payment bonds issued by an admitted surety as required by the Contract documents, at Surety’s expense; or
  - 4.3 Waive its right to complete the Work under the Contract and reimburse City the amount of City’s costs to have the remaining services completed.
5. **Surety Default.** If Surety defaults on its obligations under the Bond, City will be entitled to recover all costs it incurs due to Surety’s default, including legal, design professional, or delay costs.
6. **Notice.** Notice to Surety must be given or made in writing and sent to the Surety via personal delivery, U.S. Mail, or a reliable overnight delivery service, or by email as a PDF (or comparable) file. Notice is deemed effective upon delivery unless otherwise specified. Notice for the Surety must be given as follows:

Attn: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

7. **Law and Venue.** This Bond will be governed by California law, and any dispute pursuant to this Bond will be venued in the Superior Court of Marin County, and no other place. Surety will be responsible for City's attorneys' fees and costs in any action to enforce the provisions of this Bond.
8. **Effective Date; Execution.** This Bond is entered into and effective on \_\_\_\_\_, 20\_\_\_\_. Three identical counterparts of this Bond, each of which is deemed an original for all purposes, are hereby executed and submitted.

SURETY: \_\_\_\_\_  
Business Name

s/ \_\_\_\_\_

\_\_\_\_\_  
Name/Title [print]

(Attach Acknowledgment with Notary Seal and Power of Attorney)

CONTRACTOR: \_\_\_\_\_  
Business Name

s/ \_\_\_\_\_

\_\_\_\_\_  
Name/Title

s/ \_\_\_\_\_

\_\_\_\_\_  
Name/Title

APPROVED BY CITY:

s/ \_\_\_\_\_  
ROBERT F. EPSTEIN, City Attorney

\_\_\_\_\_  
Date

END OF PERFORMANCE BOND

**Bid Bond**

\_\_\_\_\_ (“Bidder”) has submitted a bid, dated \_\_\_\_\_, 20\_\_\_\_ (“Bid”), to the City of San Rafael (“City”) for work on the \_\_\_\_\_ (“Project”). Under this duly executed bid bond (“Bid Bond”), Bidder as Principal and \_\_\_\_\_, its surety (“Surety”), are bound to City as obligee in the penal sum of ten percent of the maximum amount of the Bid (the “Bond Sum”). Bidder and Surety bind themselves and their respective heirs, executors, administrators, successors and assigns, jointly and severally, as follows:

1. **General.** If Bidder is awarded the Contract for the Project, Bidder will enter into the Contract with City in accordance with the terms of the Bid.
2. **Submittals.** Within ten days following issuance of the Notice of Award to Bidder, Bidder must submit to City the following:
  - 2.1 **Contract.** The executed Contract, using the form provided by City in the Project contract documents (“Contract Documents”);
  - 2.2 **Payment Bond.** A payment bond for 100% of the maximum Contract Price, executed by a surety licensed to do business in the State of California using the Payment Bond form included with the Contract Documents;
  - 2.3 **Performance Bond.** A performance bond for 100% of the maximum Contract Price, executed by a surety licensed to do business in the State of California using the Performance Bond form included with the Contract Documents; and
  - 2.4 **Insurance.** The insurance certificate(s) and endorsement(s) required by the Contract Documents, and any other documents required by the Instructions to Bidders or Notice of Award.
3. **Enforcement.** If Bidder fails to execute the Contract and to submit the bonds and insurance certificates as required by the Contract Documents, Surety guarantees that Bidder forfeits the Bond Sum to City. Any notice to Surety may be given in the manner specified in the Contract and delivered or transmitted to Surety as follows:

Attn: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

4. **Duration and Waiver.** If Bidder fulfills its obligations under Section 2, above, then this obligation will be null and void; otherwise it will remain in full force and effect for 60 days following the bid opening or until this Bid Bond is returned to Bidder, whichever occurs first. Surety waives the provisions of Civil Code §§ 2819 and 2845.

*[Signatures are on the following page.]*

This Bid Bond is entered into and effective on \_\_\_\_\_, 20\_\_\_\_\_.

**SURETY:**

\_\_\_\_\_  
Business Name

s/ \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name, Title

(Attach Acknowledgment with Notary Seal and Power of Attorney)

**BIDDER:**

\_\_\_\_\_  
Business Name

s/ \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name, Title

END OF BID BOND

**Exhibit C**  
**NONCOLLUSION DECLARATION**

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the \_\_\_\_\_ [title] of \_\_\_\_\_  
[business name], the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid and will not pay, any person or entity for such purpose.

This declaration is intended to comply with California Public Contract Code § 7106 and Title 23 U.S.C § 112.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_ [date], at  
\_\_\_\_\_ [city], \_\_\_\_\_ [state].

s/ \_\_\_\_\_

\_\_\_\_\_  
Name [print]

END OF NONCOLLUSION DECLARATION





This Bid Proposal is hereby submitted on \_\_\_\_\_, 20\_\_.

s/ \_\_\_\_\_

\_\_\_\_\_  
Name and Title

s/ \_\_\_\_\_

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
License #, Expiration Date, and Classification

\_\_\_\_\_  
Address

\_\_\_\_\_  
DIR Registration #

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Contact Name

\_\_\_\_\_  
Contact Email

**Addenda.** Bidder agrees that it has confirmed receipt of or access to, and reviewed, all addenda issued for this Bid. Bidder waives any claims it might have against the City based on its failure to receive, access, or review any addenda for any reason. Bidder specifically acknowledges receipt of the following addenda:

Addendum:	Date Received:
#01	_____
#02	_____
#03	_____
#04	_____

Addendum:	Date Received:
#05	_____
#06	_____
#07	_____
#08	_____

END OF BID SCHEDULE

