TRAFFIC SIGNAL MAINTENANCE AND EMERGENCY REPAIR SERVICES
TWO YEAR CONTRACT

NOVATO, CA

REQUEST FOR PROPOSALS

Available at no charge on the City of Novato Website
http:\www.novato.org
Public Works Engineering
(415) 899-8994

Submit proposals to Michael Hanlon
75 Rowland Way #200, Novato CA 94945
on or before
5 p.m., October 16, 2012

Contractor shall possess the following licenses:

C-10

to constitute a majority of the work

PREPARED BY THE CITY OF NOVATO
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
CAPITAL IMPROVEMENT PROGRAMS SECTION
UNDER THE DIRECTION OF

Jason Nutt, City Engineer
RCE # 57525
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BACKGROUND
The City of Novato presently owns and operates thirty one (31) signalized intersections. Traffic engineering staff administers the current maintenance services contract for the maintenance and emergency repair of all signal equipment, and will continue to do so with the company selected to perform work described in this RFP. The scope of services provides equipment maintenance services and emergency repair for the thirty one (31) signalized intersections fully described herein.

MINIMUM QUALIFICATIONS
In order to qualify for selection, proposer must meet the following minimum requirements:

1) Must be able to execute the City of Novato Agreement (attached).
2) Must possess a valid California State Contractor’s License, Class C-10, throughout the duration of the project and shall be experienced in performing all services as described in this RFP.
3) Must have provided signal maintenance services for three or more cities and/or communities over the past three years.

The Proposal must be complete and typed on 8.5” x 11” paper.

PROPOSAL REQUIREMENTS
The Proposal must include:

A. Contractor Description – Provide a complete description of your Company including its licenses, work history, organizational structure, equipment, yard/office facilities, and number of employees.
B. Statement of Qualification - Provide a “Statement of Qualifications.”
C. The Proposers scope of services shall include, at a minimum, a description of the major components of services, a description of the work product to be provided by the Proposer and the expected time of completion for each component.
D. Cost of Maintaining Signals including the cost comparison summary entitled “Proposal Price Comparison.”
E. Other – Provide any other information proposer believes to be relevant to this RFP.
F. Agreement – The successful proposer shall be required to adhere to the provisions, terms, and conditions of the attached City of Novato Agreement.

In accordance with California Labor Code Sections 1770 et seq., the Contractor shall pay general prevailing rate of per diem wages to all workers employed under this contract. The awarded Contractor shall comply with the requirements of the State of California's Standard Specification Code Section 7-1.01A(4) "Labor Nondiscrimination" under this contract.
AFFIRMATIVE ACTION - CONTRACTOR

The CONTRACTOR to whom the contract is awarded, and any subcontractor under him, shall be required to take affirmative action to ensure that minority and women business enterprises will be afforded full opportunity to submit Proposals for subcontracts to the maximum extent feasible. Further, there shall be no discrimination in employment practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex.

AFFIRMATIVE ACTION - CITY

The CITY hereby affirmatively ensures that minority, or women business enterprises will be afforded full opportunity to submit Proposals in response to this notice and will not be discriminated against on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex.
SCOPE OF SERVICES

1. SERVICES

In general, the work to be done consists of providing preventative and routine traffic signal maintenance, emergency service and records and supervision for the maintenance of traffic signals within the City of Novato. The contractor shall furnish all tools, equipment, apparatus, facilities, labor, services and materials, and perform all work necessary to maintain in good workmanlike manner all of the traffic signals or systems owned by the City.

This work does not include street lighting but does cover intersection safety lighting, where the safety lighting is on the same pole as the traffic signal or wired to the same electrical service cabinet as the traffic signal.

The Contractor shall have available and readily accessible all required tools, equipment, apparatus, facilities, and material to perform all work necessary to maintain the traffic signal installations listed in Attachment 1 - Intersections in compliance with current Caltrans Standards Plans and Specifications. A copy of Attachment 1 - Intersections is attached and incorporated by reference as though fully set forth herein.

A traffic signal includes, but is not limited to: traffic signal controller and cabinet and all appurtenant equipment, service cabinet, flashing beacons related to traffic signal operations (i.e. advanced warning beacons), pedestrian and vehicle signals, detector systems, video detection camera systems, CCTV camera systems, wireless vehicle detection system, interconnect cable (copper and fiber optic), wireless communications equipment, traffic signal communications equipment, emergency vehicle preemption system, uninterrupted power supply system, intersection safety lighting, internally illuminated street name signs and flashing beacons or flashing systems related to traffic signal operations.

The Contractor shall provide qualified personnel to perform regular preventive field maintenance and perform emergency repairs at traffic signal installations in the City. The work force of qualified employees shall be sufficient to respond to emergency calls that may be received from time to time and to promptly make temporary and/or permanent repairs.

The Contractor shall provide a traffic signal technician with a minimum of three years experience in traffic signal repairs. The technician shall be familiar with the type 170 systems currently in operation in the City. The technician shall also be familiar with programming traffic signal timing and interconnect timing of controllers.

The Contractor shall provide a 24-hour service for knockdowns and other signal related emergencies. All personnel for Contractor that may be dispatched shall have continuous communication access through two-way radio, pager, and/or cellular phone. Response times are detailed in Section 3 of this document.
The Contractor shall provide adequate shop facilities, spare traffic signal components and a lab equipped to operationally test a complete type 170 signal controller assembly for an extended period.

The Contractor shall furnish spare traffic signal controllers, detectors, conflict monitors, etc., when the original units are in the laboratory for repairs.

The Contractor shall keep a large stock of common replacement components of a typical traffic signal installation in the City. The replacement component types, quantities and storage location shall be adequate to meet the Emergency and Non-emergency Service time requirements detailed in Section 3 of this document.

The Contractor shall supply proper field equipment with the technician at all times so he may sufficiently address any problem with the traffic signal as well as maintain communication with the City. This shall include, but not be limited to: PDA or Smartphone for uploading and downloading new service calls and service call completion, cell phones for communication with the City and a laptop computer with the appropriate hardware and software to configure, operate, or troubleshoot traffic signal equipment.

The Contractor shall offer alternatives to existing equipment to meet the changing demand as it occurs, when directed by the City.

The Contractor shall cooperate with the City Public Works Department in recalibrating signal timing and progression. The Contractor shall never change signal timing except under the direction of the City Public Works Department.

The Contractor shall cooperate with the Police Department, Fire District, Maintenance Department and other related departments in cases of emergency.

The Contractor shall refer all questions from the public not covered under this Agreement to either the City Public Works Department or the City Police Department.

2. **PREVENTATIVE MAINTENANCE**

The Contractor shall provide preventive maintenance services for the traffic signal installations listed in Attachment 1 - Intersections. The Contractor shall provide and use a Preventive Maintenance Database checklist form to record inspection findings. Preventative Maintenance will include all maintenance activities identified in Attachment 3 – Preventative Maintenance Schedule. The Contractor shall provide a monthly report to the City, and maintain the database at the Contractor's office of records.

The contractor shall itemize each repair made as part of routine maintenance and recommend to the City additional work that is needed and not covered in the Preventative Maintenance Schedule.
2.1 **Routine Maintenance**

The Contractor shall carry on a program of continuing comprehensive maintenance designed to eliminate or reduce the incidence of malfunctions, reduce complaints, and extend the useful life of the equipment. The program shall include, but not be restricted to, Attachment 3 – Preventative Maintenance Schedule.

2.2 **Traffic Signal Control Equipment**

Contractor shall repair, replace or otherwise render in good working order any and all defective parts of the traffic signal control equipment with like make and model parts for temporary and permanent replacements, except as individually agreed upon by City Public Works Department.

No permanent change of control mechanisms shall be done without prior approval of the City. Whenever equipment is removed from the controller cabinet, the City Public Works Department shall be notified by phone within 24 working hours.

Contractor agrees to notify the City Public Works Department in advance of any traffic signal turn-offs or turn-ons necessitated by Contractor's operations. Contractor shall not make said turn-off or turn-on without the approval of City Public Works Department.

All traffic signal controller equipment shall be maintained as recommended by the manufacturer.

The Contractor shall bear the full cost of repairing or replacing traffic signal components under the provisions of attachment 3, Preventative Maintenance Schedule.

2.3 **Spare Equipment**

The Contractor shall maintain adequate storage and shop repair facilities to perform the Agreement, including a sufficient stock of spare parts, standby controllers and signal equipment to effect permanent repairs to the system within a thirty (30) day period. Failure to effect permanent repairs within this time limit may be sufficient cause for the City to authorize repairs to be completed by others. Repetitive failure shall be sufficient cause to the City to terminate the Agreement.

The Contractor shall be responsible for furnishing all spare standby controllers necessary to maintain the continued safe, efficient operation of the signal system whenever the original unit is withdrawn for maintenance, repair or modification. Standby controllers shall be fully compatible with the City’s traffic control system without exception. All component parts (detectors, load switches, phones, lights, signal monitors, etc.) of each system shall be maintained at all times to perform the functions for which they were designed unless authorized to the contrary by the City Public Works Department.
2.4 **Vehicle Signals**

All new installed lamps SHALL BE LED and meet the City of Novato Specifications for vehicle signal faces and signal heads. The Contractor shall replace or repair vehicle signals as they malfunction. All labor and material costs resulting from replacing burned out, flickering, dim or otherwise non-functioning vehicle signal indications shall be replaced as part of the preventative maintenance flat rate.

Any existing LED vehicle signal head shall be considered malfunctioning if more than 1% of the total luminosity is lost as a result of an LED failure or no longer meets minimum CALTRANS standards and measurement criteria for LED traffic signal modules.

2.5 **New Traffic Signal Installations**

Contractor shall maintain any additional traffic signals and appurtenant devices as they are installed, or become a part of the maintenance requirements of the City.

Prior to the turn-on of a new signal installation or major signal upgrade, Contractor shall perform an inspection of the signal installation, monitor the flashing-out of the new signal heads, and review the new traffic control equipment operation prior to full activation of the new signal system.

2.6 **Pedestrian Signals**

All new installed pedestrian signals SHALL BE COUNT-DOWN LED and meet the City of Novato Specifications for pedestrian signals. The Contractor shall replace or repair pedestrian signals as they malfunction. All labor and material costs resulting from replacing burned out, flickering, dim or otherwise non-functioning pedestrian signal indications shall be replaced as part of the preventative maintenance flat rate.

2.7 **Warranty Service**

During the period of warranty, the Contractor is expected to make all communications between manufacturer, installing contractor and the City Public Works Department regarding any warranty service. Contractor shall notify the City Public Works Department of any undue delays in response by the manufacturer or installing Contractor and details of each incident.

2.8 **Electronic Record System**

The contractor shall supply and make operational a Windows-based computerized maintenance and inventory management system accessible by the City and Contractor via the Internet that at a minimum shall provide the following features:

- **Intersections** A complete database of signalized intersections including all routine maintenance histories, complete equipment inventory, electronic photo images, repair history and installation date of all equipment utilized at each location.
Assets
Asset inventory, maintenance/repair history and real-time available inventoried replacement parts, current status of reordered equipment and inventory tracking.

Preventative/Emergency Maintenance – A record of all calls, date and time stamp of: moment of receipt, dispatch, contractor arrival and departure. All records shall have description of problem and repair made. All records shall be updated in real time by the contractor via PDA or similar device and made available to City for real-time monitor of call status via the internet.

The maintenance and inventory management system shall incorporate a bar-code system for tracking equipment and activity. The contractor shall ensure that all new and replacement equipment has bar-code labels attached. The Contractor shall add new bar-code labels to all equipment that is currently unlabeled as part of preventative maintenance. At a minimum the following items shall be included in the bar-code system: Traffic Controller Cabinet, traffic signal controller, MMU, BIU, TS2 Cabinet power supply, video detection equipment detector amplifiers, CCTV cameras, communications equipment and battery backup systems. All records shall be made available to City for real-time monitor/lookup of data via the internet.

The Electronic Record Management system shall be fully operational within 60 days of award of contract. The City, at its option, may request minor revisions or changes to the system to make it acceptable for use. These changes will be at no cost to the City. Upon completion of the contract, the City, at its option, may retain possession of the database for future use related to the City’s traffic signal maintenance management inventory. This option will be at no cost to the City.

3. EMERGENCY SERVICE

Throughout the term of this agreement, the Contractor shall provide and maintain emergency service response on a 24-hour, 365-day basis, including all holidays. All personnel for Contractor that may be dispatched shall 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 one (1) hour. The outside time limit for follow-up action is two (2) hours from notification. In cases of major malfunction and/or damage, the Contractor shall contact the City Public Works Department to receive further direction.

The Contractor shall respond within one (1) hour after the City is first notified the Contractor's representative of the following events:

(1) Any signal controller malfunction
(2) Signal equipment knockdowns
(3) Other situations that are potentially hazardous to public safety

The replacement of burned-out lamps need not be on an emergency basis provided that there are two (2) remaining signal phase indications still in operation. Such replacements shall be completed within twenty-four (24) hours.
Contractor shall notify the City Public Works Department immediately of any change in traffic signal operations.

Emergency calls that require replacement of equipment will not require approval from City before such replacements are commenced.

Contractor shall maintain a single local telephone where they can be reached twenty-four (24) hours per day. This telephone number shall be made available to all persons designated by the City.

The Contractor shall be responsible for responding to all emergency calls from persons designated by the City. Unless otherwise identified in this Scope of Work or the Agreement, all calls shall be included in the preventative maintenance flat rate, including all “false calls”.

The City realizes that false calls occasionally occur outside of normal operating hours. The City also realizes that it is necessary to respond to all calls related to traffic signal malfunctions.

The Contractor shall be responsible for responding to ALL CALLS (including potentially false calls) from designated City officials. This service will be included in the monthly preventative maintenance costs.

3.1 Monitoring Emergency Calls

Upon completion of emergency work, the Contractor shall notify the City Public Works Department that the emergency work has been completed. Notification shall be by return phone call to the City personnel initiating the emergency call-out.

3.2 Liquidated Damages

It is understood and agreed that failure on part of the Contractor to respond within one (1) hour, under normal conditions for emergency calls as provided in Section 3.0, will cause the City to suffer an unascertainable amount of damages. Contractor agrees to pay to the City, not as a penalty but as liquidated damages, the amount of $500 per hour late or fraction thereof beyond the one hour window. This amount is to be deducted from any payment due or to become due to the Contractor.

3.3 Non-emergency Service

All other non-emergency calls shall be responded to within 24 hours or as mutually agreed upon between the City Public Works Department and Contractor for each individual services call.
4. **SIGNAL UPGRADES AND INSTALLATIONS**

The Contractor shall, if requested, install, modify and/or upgrade traffic signals or traffic safety devices. All additional work shall be performed to the satisfaction of the City Public Works Department.

No additional work shall be commenced or undertaken by Contractor without written approval by the City Public Works Department. Additional work shall be performed in accordance with the most current versions of the Manual of Uniform Traffic Control Devices, Standard Plans, Section 86 of the Standard Specifications for the State of California, Department of Transportation and the City of Novato Community Development Special Provisions. This work shall be performed within a time limit established by the City Public Works Department and for a mutually agreed upon price.

City shall retain the right to perform any additional work by use of City forces or, in the alternative, to advertise such work for bids.

5. **RECORDS**

5.1 **Intersection Records**

(a) Inventory List: At each intersection the Contractor shall maintain a printout of the inventory list for that intersection. This list shall be updated when components are changed during maintenance and shall be checked for accuracy on a semi-annual basis. The inventory list shall include the model, manufacture, serial number and quantity of each piece of equipment. The inventory list shall be continually updated and an electronic copy shall be furnished to the City Public Works Department on semi-annual basis, see Attachment 3 – Preventative Maintenance Schedule.

(b) Preventive Maintenance (PM) Checklist: The Contractor shall create and provide a MS Access or approved equal database with data entry forms for the field technicians to use to log preventative maintenance and emergency call-out activity. The Contractor shall maintain this database for use by maintenance staff whenever they visit any signalized intersection. The Contractor shall also maintain a hardcopy of the Preventive Maintenance Checklist Form at each intersection. The PM checklist form in the cabinet shall be completely filled out. The database shall be accessible via a wireless PDA or similar technology so that the technician may update the database from the intersection. Every time the signal cabinet door is opened, the maintenance technician shall make an entry in the maintenance database regarding the purpose of the maintenance activity and operational status of the signal. The database forms shall be used by the maintenance staff to record each Preventative Maintenance inspection and any non-scheduled maintenance activity by the Contractor to repair an element of the traffic signal installation at the intersection (cabinet components, detector loops, pedestrian heads, signal heads, lenses, signal poles, etc.). The PM database shall be continually updated. The City shall have access to the database via the internet as well as have an updated hard copy of the database provided to them be furnished to the City Public Works Department monthly.
5.2 **Monthly Activity Report**

The Contractor shall provide a computerized monthly activity report to the City Public Works Department by the fifteenth day of each month for the previous month. The report shall be emailed and shall include the following:

a. Time the service calls were received by Contractor, City personnel making the call, time arrived at the intersection, the response time, the technician name, the number of hours spent for each repair and equipment replaced.

b. A complete record of all work that was performed on the City traffic signal equipment during the previous month including the make, model, and serial number of any major components or other equipment that was newly installed at each intersection. The disposition of removed signal control components and the repair history of reinstalled components shall be included in the monthly report.

c. Time and date the PM work was performed.

5.3 **Pending Repair List**

The Contractor shall provide a computerized monthly report, to the City Public Works Department by the fifteenth day of each month, of all pending repair work needed at each intersection. This report shall be broken down by intersection and be separate from the Monthly Activity Report.

6. **MEETINGS**

The Contractor's technician shall be available to meet with the City Public Works Department as needed at a mutually agreed upon time and place in the City of Novato to review maintenance activities. The Contractor's maintenance supervisor shall be similarly available to meet with the City Public Works Department on a monthly basis or as needed.

7. **KEY PERSONNEL**

Any and all persons identified in this Agreement performing work hereunder are deemed by CITY to be key personnel whose services were a material inducement to CITY to enter into this Agreement, and without whose services CITY would not have entered into this Agreement. CONTRACTOR shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of CITY.
8. **COMPENSATION**

8.1 **Compensation for Routine Maintenance**

In consideration of the furnishing by the Contractor of the described labor, services, materials and equipment in accordance with all provisions of this Agreement, together with the appurtenances thereto, said Contractor shall be paid by the City as detailed on the bid schedule and the proposal price comparison chart.

In the event that new signals are installed, the Contractor agrees to maintain these signals at the same flat rate and in the same manner as those covered by this Agreement upon written notification from the City Public Works Department. In the event notification is made at other than the beginning of the monthly contract period, payment for that month shall be prorated on a daily basis.

The flat rate maintenance cost does not include new traffic signal poles, new pedestrian push buttons, traffic signal cabinet installation, service cabinet installation, testing traffic signal controller cabinets, installing video detection cameras and CCTV PTZ cameras, painting of poles, heads, cabinets or other devices, signs, electrolers, radar speed signs not associated with traffic signal operations, in-pavement flashers, flashing beacons not associated with traffic signal operations, or repairs to signal equipment when such equipment has been damaged by vehicular collisions, acts of God, or malicious damage. All other work and repair required to maintain a fully operational traffic signal shall be considered to be included as part of the routine maintenance.

The maintenance of or replacement of inductive loop sensor units and amplifier units, load switches and other minor control components are included in the flat rate maintenance cost.

After hour, weekend and holiday calls shall be included in the flat rate maintenance cost, except in cases where necessary repair work results from vehicular collisions, acts of God, or malicious damage. Request for payment of this work shall be submitted to the City on a separate invoice.

It is the intent of this contract to contain all maintenance and repair costs (attachment 3) within the monthly flat rate, with the exception of repair work resulting from vehicular collisions, acts of God, or malicious damage.

8.2 **Compensation for Extra Work**

The City shall pay for repairs under extra work when such repairs are made necessary due to damage to signals resulting from vehicular collisions, acts of God, or malicious damage.

The City agrees to pay the Contractor the full amount of extra repairs in accordance with the “Proposal Price Comparison” chart attached to this Request for Proposals. The first two hours of Extra Work in response to calls for service received by Contractor between 7 AM and 4 PM on weekdays (non-holidays) shall be charged at the straight time rate (not overtime).
The Contractor shall contact the City Public Works Department to obtain prior approval before work is scheduled. The Contractor shall verify invoiced charges, when requested by City, with time cards and material invoices.

Repair or replacement of equipment related to flashing systems and flashing beacons not related to traffic signal operations or radar speed signs, shall be considered extra work and shall require approval from the City Public Works Department prior to repair or replacement. Payment shall be made on a time and materials basis.

Replacement of burned out, flickering, dim or otherwise non-functioning LED or incandescent vehicle and pedestrian signals shall NOT be considered extra work.

9. CONTRACT TERM

The period of this Agreement for Contract Services shall extend from the first day of the month following the execution of the agreement thru June 30, 2014.

If the Agreement is extended beyond June 30, 2014, the Contractor may request an adjustment of the flat rate, labor, and Equipment costs specified in the “Proposal Price Comparison” chart attached to this Request for Proposals. Changes in labor or equipment costs shall not exceed the change in the Consumer Price Index (CPI) since the immediately preceding amendment to such rates. The CPI to be used in rate adjustments shall be the all Urban Consumers (1982-84=100) for the San Francisco-Oakland-San Jose, California area as published by the United States Department of Labor, Bureau of Labor Statistics. The Contractor and the City, may by mutual agreement, amend the “Proposal Price Comparison” chart attached to this Request for Proposals; provided, however, no more than one amendment may be made in each schedule in any calendar year. Increases due to the cost of Contractor's general liability insurance may be negotiated and approved by the City when said increases are properly documented by the Contractor.

Charges for extra work shall be consistent with the “Proposal Price Comparison” chart attached to this Request for Proposals.
PROPOSAL EVALUATION

The proposals will be evaluated using the following analysis sheet.

The proposals will be evaluated in each area as follows:

1 - Below Average
2 - Average
3 - Above Average
4 - Exceptional

The raw score in each area will be multiplied by the weight for each area to obtain the weighted score. Selection will be based on the highest total weighted score (80 points maximum).

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<thead>
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<th>Scoring Area</th>
<th>Raw Score</th>
<th>Weight</th>
<th>Weighted Score</th>
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<tbody>
<tr>
<td>1. Experience of Contractor</td>
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</tr>
<tr>
<td>2. References for Contractor</td>
<td></td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>3. Understanding of the work to be completed based upon the clarity of the proposal and responsiveness to the instructions for submitting proposals.</td>
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<td>4. Proposal Price Comparison</td>
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<td>5. Availability of contractor (travel time between shop and project site).</td>
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Total Score
PROPOSAL SUBMISSION

Submit proposals to: City of Novato
                 Administration Counter
                 75 Rowland Way, #200
                 Novato, CA 94945
                 ATTN: Michael Hanlon

Proposals shall be on contractor forms, except for the Proposal Price Comparison (attachment 2). Proposal shall address all items listed in the Scope of Services.

Proposals shall be submitted on or before October 16, 2012, by 5:00 pm. Proposals shall be mailed, faxed, emailed or hand delivered. Questions shall be directed to Michael Hanlon, 415-899-8947.

Public Works fax: 415-899-8251

Email to: mhanlon@novato.org
## CITY OF NOVATO
### Signalized Intersection List

<table>
<thead>
<tr>
<th>City Owned / City Maintained</th>
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<tbody>
<tr>
<td>1 De Long Ave</td>
<td>Reichert Ave</td>
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<tr>
<td>2 Grant Ave</td>
<td>7th St</td>
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<td>3 Ignacio Blvd</td>
<td>Palmer Dr</td>
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<td>4 Main Gate Rd</td>
<td>Randolph Dr</td>
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<td>Bolling Dr</td>
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<td>Main Gate Rd</td>
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<td>7 Nave Dr</td>
<td>North Hamilton Pkwy</td>
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<td>7th St/Tamalpais Ave</td>
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<td>Diablo Ave</td>
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<td>Grant Ave</td>
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<td>W. Campus Dr</td>
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## PROPOSAL PRICE COMPARISON

### Attachment 2

### REQUIRED ITEMS INCLUDED IN SCOPE OF SERVICES

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<th>Item No.</th>
<th>Item</th>
<th>Units</th>
<th>Price</th>
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<td>Preventative and Routine Maintenance for 31 Traffic Signals</td>
<td>Each/month</td>
<td>$</td>
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<td></td>
<td>includes computerized Maintenance and Inventory System</td>
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### ADDITIONAL ITEMS IN SECTION 8.2 OF SCOPE OF SERVICES (COMPENSATION FOR EXTRA WORK)

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<th>Item</th>
<th>Units</th>
<th>Price</th>
</tr>
</thead>
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<td>Signal maintenance technician (straight time)</td>
<td>Hour</td>
<td>$</td>
</tr>
<tr>
<td>2</td>
<td>Signal maintenance technician (overtime)</td>
<td>Hour</td>
<td>$</td>
</tr>
<tr>
<td>3</td>
<td>Signal maintenance technician (double time)</td>
<td>Hour</td>
<td>$</td>
</tr>
<tr>
<td>4</td>
<td>Signal maintenance supervisor (straight time)</td>
<td>Hour</td>
<td>$</td>
</tr>
<tr>
<td>5</td>
<td>Signal maintenance supervisor (overtime)</td>
<td>Hour</td>
<td>$</td>
</tr>
<tr>
<td>6</td>
<td>Signal maintenance supervisor (double time)</td>
<td>Hour</td>
<td>$</td>
</tr>
<tr>
<td>7</td>
<td>Bucket Truck (straight time)</td>
<td>Per Trip</td>
<td>$</td>
</tr>
<tr>
<td>8</td>
<td>Bucket Truck (overtime)</td>
<td>Per Trip</td>
<td>$</td>
</tr>
<tr>
<td>9</td>
<td>Furnish and install 1B pole</td>
<td>Each</td>
<td>$</td>
</tr>
<tr>
<td>10</td>
<td>Furnish and install 1B pole and foundation</td>
<td>Each</td>
<td>$</td>
</tr>
<tr>
<td>11</td>
<td>Furnish and install 1B pole and foundation in sidewalk</td>
<td>Each</td>
<td>$</td>
</tr>
<tr>
<td>12</td>
<td>Furnish and install pedestrian push button post and 2&quot; push button</td>
<td>Each</td>
<td>$</td>
</tr>
<tr>
<td>13</td>
<td>Furnish and install pedestrian push button post with foundation</td>
<td>Each</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>and 2&quot; push button</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Furnish and install pedestrian activated flashing beacons - above</td>
<td>Each</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>ground</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Furnish and install pedestrian activated flashing beacons - in</td>
<td>Each</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>pavement</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>Install traffic signal cabinet on existing foundation</td>
<td>Each</td>
<td>$</td>
</tr>
<tr>
<td>17</td>
<td>Install Type III style service cabinet on existing foundation</td>
<td>Each</td>
<td>$</td>
</tr>
<tr>
<td>18</td>
<td>Test traffic signal cabinet</td>
<td>Each</td>
<td>$</td>
</tr>
<tr>
<td>19a</td>
<td>Install video detection camera on signal pole/mast arm and 3#14</td>
<td>Each</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>wiring - 1 camera only</td>
<td></td>
<td></td>
</tr>
<tr>
<td>19b</td>
<td>Install video detection camera on signal pole/mast arm and 3#14</td>
<td>Each</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>wiring - 2 cameras only</td>
<td></td>
<td></td>
</tr>
<tr>
<td>19c</td>
<td>Install video detection camera on signal pole/mast arm and 3#14</td>
<td>Each</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>wiring - 3+ cameras only</td>
<td></td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>Install CCTV PTZ camera, power and Ethernet cabling</td>
<td>Each</td>
<td>$</td>
</tr>
<tr>
<td>21</td>
<td>Install 6'x6' detector loop (Type A) - 1-5</td>
<td>Each</td>
<td>$</td>
</tr>
<tr>
<td>22</td>
<td>Install 6'x6' detector loop (Type A) - 6+</td>
<td>Each</td>
<td>$</td>
</tr>
<tr>
<td>23</td>
<td>Install 6'x6' detector loop (Type D) - 1-5</td>
<td>Each</td>
<td>$</td>
</tr>
<tr>
<td>24</td>
<td>Install 6'x6' detector loop (Type D) - 6+</td>
<td>Each</td>
<td>$</td>
</tr>
<tr>
<td>25</td>
<td>Install City furnished Solar Powered Radar Speed Sign</td>
<td>Each</td>
<td>$</td>
</tr>
<tr>
<td>26</td>
<td>Install City furnished Solar Powered Flashing Beacon</td>
<td>Each</td>
<td>$</td>
</tr>
<tr>
<td>27</td>
<td>Painting of intersection cabinets, back plates, housing and visors</td>
<td>Each</td>
<td>$</td>
</tr>
<tr>
<td>28</td>
<td>Purchase 12&quot; Red LED Lamp</td>
<td>Each</td>
<td>$</td>
</tr>
<tr>
<td>29</td>
<td>Purchase 12&quot; Yellow LED Lamp</td>
<td>Each</td>
<td>$</td>
</tr>
<tr>
<td>30</td>
<td>Purchase 12&quot; Green LED Lamp</td>
<td>Each</td>
<td>$</td>
</tr>
<tr>
<td>31</td>
<td>Purchase 8&quot; Red LED Lamp</td>
<td>Each</td>
<td>$</td>
</tr>
<tr>
<td>32</td>
<td>Purchase 8&quot; Yellow LED Lamp</td>
<td>Each</td>
<td>$</td>
</tr>
<tr>
<td>33</td>
<td>Purchase 8&quot; Green LED Lamp</td>
<td>Each</td>
<td>$</td>
</tr>
<tr>
<td>34</td>
<td>Purchase countdown LED pedestrian signal lamp</td>
<td>Each</td>
<td>$</td>
</tr>
<tr>
<td>35</td>
<td>Percent markup on materials</td>
<td>Percent</td>
<td>%</td>
</tr>
</tbody>
</table>
ATTACHMENT 3

Preventative Maintenance Schedule

The City requires that the Contractor will perform preventative maintenance on all signal equipment. A traffic signal includes, but is not limited to: traffic signal controller and cabinet and all appurtenant equipment, service cabinet, flashing beacons related to traffic signal operations (i.e. advanced warning beacons), pedestrian and vehicle signals, detector systems, video detection camera systems, CCTV camera systems, wireless vehicle detection system, interconnect cable (copper and fiber optic), wireless communications equipment, traffic signal communications equipment, emergency vehicle preemption system, uninterrupted power supply system, intersection safety lighting, internally illuminated street name signs, and radar speed signs related to traffic signal operations.

The Contractor shall use a Windows-based computerized maintenance and inventory management system to record all work done as outlined in the Scope of Work. The Preventative Maintenance database shall be continually updated. The City shall have access to the database via the internet as well as have an updated hard copy of the database provided to them be furnished to the City monthly. All records shall be updated in real time by the contractor via PDA or similar device.

Upon completion of each Preventative Maintenance inspection detailed in this schedule, the contractor shall supply a computerized report to the City Traffic Engineering Division itemizing each check performed and the result of that check. A separate report shall be generated for the monthly, quarterly, semi-annual and annual, even when all of these checks occur in the same month.

The Contractor shall also provide a computerized monthly report to the City Traffic Engineering Division of the Public Workst Department by the fifteenth day of each month that summarizes the pending repair work needed at each intersection. This report shall be broken down by intersection and be separate from the Preventative Maintenance Report. This may be provided by hard copy or by email on the 15th day of each month.

NOTE: Where systems or equipment do not exist or are non-functioning, make a note and notify the City.

The contractor shall perform the following Monthly Preventative Maintenance inspections and corrective work every month.

1. Controller Cabinet
   - Test and Check ground fault receptacle
   - Observe the general appearance of the cabinet, noting any rust or other signs of deterioration and complete/recommend repair work if needed
   - Inspect door gasket condition and replace if necessary
   - Inspect door lock operation and replace if necessary
   - Operate and inspect ventilation fan and cabinet light (where applicable)
• Inspect for pests in cabinet and take corrective action if needed
• Visually inspect all relays, photocells, cabinet locks, cabinet fans, switches and make routine adjustments and repairs as necessary
• Move the fan thermostat setting and determine if fan is operable. Return thermostat to proper setting

2. Signal Controller
• Visually inspect signal controller and controller cabinet components for proper operation and make repairs/replacements as necessary
• Check timing of individual signal phases. Contractor shall notify engineer immediately of any operational issue. The contractor shall not make any timing changes unless it is a matter of public safety or is needed for the proper operation of the traffic signal.

3. Signal & Pedestrian Heads
• Visually inspect all vehicular and pedestrian signals for proper operation and replace outages. Replace all burnt out or flickering indications with LED indications
• Walk intersection and visually inspect all signal heads including backplates, visors and indications for proper operation and alignment. Replace all broken parts, align signal heads and adjust all mast arm signs as necessary
• Check that all pedestrian signals are in good condition and aimed properly. Make adjustments as necessary.

4. Pedestrian Push Buttons
• Actuate each button for proper operation. Visually inspect and note condition. Replace or repair any broken or defective pedestrian push buttons. All new pedestrian push buttons shall be two inch ADA push buttons. The City and the Contractor to agree on a standard specification.
• Check all audible and tactile pedestrian signal are in good condition and properly positioned (where applicable) and make repairs as needed

5. Interconnect Communication
• Check operation
• Visually inspect cables, antenna, and other hardware and make repairs as needed

6. Miscellaneous
• Visually inspect other signal hardware
• Correct and/or report all deficiencies
• Check operation of flashing beacons at signalized intersections to ensure proper operation
In addition to the monthly maintenance report, the Contractor shall conduct Quarterly Preventative Maintenance and submit a report that shall include all of the following elements. Quarterly maintenance shall take place in the months of July, October, January and April:

7. Detectors and Loops
   • Visually inspect for exposed wires, cracks, and/or pot holes and make repairs or replacement as needed
   • Use laptop computer to check detection camera alignment and make adjustments as necessary
   • Check and tune detector amplifiers

8. Pull Boxes
   • Check Pull box and lid condition and replace/repair as needed
   • Check condition of splices and make repairs as needed
   • Clear any debris from pull boxes

9. Controller Cabinet
   • Measure voltage level at service entrance in cabinet and record
   • Vacuum and clean controller cabinet and contents

10. Battery Backup Systems
    • Test battery backup system
    • Test battery charge and replace as needed
    • Measure voltage level at service entrance in cabinet and record
    • Vacuum and clean controller cabinet and contents

In addition to the quarterly and monthly maintenance reports, the Contractor shall conduct Semi-Annual Preventative Maintenance and submit a report that shall include all of the following elements. Semi-annual maintenance shall take place in the months October and April:

11. Controller Cabinet
    • Check wire schematics and records to make sure they are in the cabinet. Notify City Traffic Engineering Division if they are not present
    • Inspect terminal blocks and tighten as needed
    • Lubricate hinges and lock

12. Signal Heads
    • Clean and polish all signal lenses and reflectors (including video detection and CCTV cameras, and emergency preemption detection lenses), align signal heads and adjust all mast arm mounted street name signs
    • Clean and polish all lenses and reflectors
13. Emergency Vehicle Pre-Emption
   • Actuate preempt to check operation with Emergency Vehicle Pre-emption Emitter and make repairs as needed.
   • Visually inspect cables, antenna, and other hardware

14. Miscellaneous
   • Adjust all mast arm mounted street name signs as needed
   • Check condition of paint (frameworks, heads, cabinet, poles, and other appurtenances) and make recommendation for repainting as needed.
   • Check cabinet inventory list and update as needed. Provide an electronic copy to the City Traffic Engineering Division

In addition to the monthly, quarterly and semi-annual maintenance, the Contractor shall conduct **Annual Preventative Maintenance** and submit a report that shall include all of the following elements. Annual maintenance shall take place in the month of October:

15. Controller Cabinet
   • Replace cabinet air filter

16. Signal System Assessment
   • Perform conflict monitor test and submit printout
   • Check for water accumulation and reseal ducts

17. Miscellaneous
   • Check any other equipment utilized during the term of the Agreement but not specifically listed
   • Anchor bolts tightened

18. Night Inspections
   • Walk intersection and check for proper visibility and operation of traffic signal heads, pedestrian signal heads and flashing beacons
   • Check operation of safety lighting and recommend repairs and replacements to City Traffic Engineering Division as needed
   • Check operation of internally illuminated street name signs and conduct repairs and replacements as needed
   • Radar Speed Signs (used in conjunction with traffic signals only)
     o Check operation of Radar Speed Signs and adjust radar unit alignment as needed
     o Clean protective sheeting
     o Check seals and make repairs as needed
     o Check batteries and replace as needed
     o Check connections and tighten if needed
AGREEMENT

THIS AGREEMENT is entered into as of the _____ day of ____________, by and between the City of Novato, a municipal corporation, County of Marin, State of California, hereinafter called the “City,” and

hereinafter called the “Contractor.”

1. **WORK.** For and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City and under the conditions expressed in the two bonds bearing even date with these presents, and hereunto annexed, the Contractor agrees with the City at the Contractor’s own proper cost and expense to do all the work and furnish all the materials, except such as are mentioned in the specifications to be furnished by the City, necessary to construct and complete in a good, workmanlike, and substantial manner, and to the satisfaction of the City Council of the City of Novato the work described in the special provisions and the project plans described below, including any addenda thereto, and also in accordance with the Department of Transportation Standard Specifications and Plans dated May 2006, the Uniform Construction Standards of the Cities and County of Marin, the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished, and the General Prevailing Wage Rates incorporated into the special provisions. The project special provisions, project plans, Standard Plans, Standard Specifications, Labor Surcharge and Equipment Rental Rates, and General Prevailing Wage Rates are hereby specially referred to and by such reference made a part hereof.

The project contract is titled:

**Traffic Signal Maintenance and Emergency Repair Services – Two Year Contract**

________________________________________________________________________________________

________________________________________________________________________________________

________________________________________________________________________________________
2. TERMS AND CONDITIONS. The City hereby promises and agrees with the Contractor to employ, and
does hereby employ, the Contractor to provide the materials and to do the work according to the terms
and conditions herein contained and referred to, for the prices set forth in the Contractor’s proposal
dated _____________________, and hereby contracts to pay the same at the time, in the manner, and
upon the conditions herein set forth; and the said parties for themselves, their heirs, executors,
administrators, successors, and assigns do hereby agree to the full performance of the covenants herein
contained.

3. WAGES. The statement of prevailing wages appearing in the General Prevailing Wage Rates is hereby
specifically referred to and by this reference is made a part of this contract. It is further expressly agreed
by and between the parties hereto that should there be any conflict between the terms of this instrument
and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be
considered as an acceptance of the said terms of said proposal conflicting herewith. Notwithstanding
anything to the contrary stated herein or in any of the writings specified in paragraph 1, above, the work
covered by this agreement is a “public work” as defined in chapter 1, Part 7 of Division 2 of the
California Labor Code.

4. WORKERS COMPENSATION. By my signature hereunder, as Contractor, I certify that I am aware of
the provisions of Section 3700 of the Labor Code 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 of
this contract.

5. PRICES. The Contractor agrees to receive and accept the prices set forth in the Contractor’s proposal
dated _____________________, as full compensation for furnishing all materials and for doing all the
work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature
of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or
obstructions which may arise or be encountered in the prosecution of the work until its acceptance by
the City Council of the City of Novato, and for all risks of every description connected with the work;
also, for all expenses incurred by or in consequence of the suspension or discontinuance of work and for
well and faithfully completing the work, and the whole thereof, in the manner and according to the plans
and specifications, and the requirements of the City Engineer of the City of Novato.

6. ATTORNEY’S FEES. California Civil Code Section 1717 permits the parties to a contract to
determine if attorney’s fees shall be recoverable in any dispute, conflict, or controversy between
the parties arising out of the terms of the agreement or either party’s performance or alleged failure to
perform or keep any term, covenant, or condition of the agreement. The parties expressly decline to
include an attorney’s fees clause in this contract. Notwithstanding anything to the contrary stated in this
Agreement or stated in those documents incorporated by reference into section 1 of this Agreement
(hereinafter referred to as “contract documents”), Labor and Materials Bonds, Performance Bonds, Bid
Bonds, and Guaranty, neither party to this Agreement shall be entitled to recover attorney’s fees as a
prevailing party under: 1) California Civil Code Section 1717; 2) any other provision of the law that
permits parties to determine when attorney fees may be recovered; and/or 3) any other provision of the
contract documents pertinent to the work to be performed under this Agreement in any claim, suit,
action, or other formal or informal proceeding arising out of, or connected with, this Agreement, this
Notwithstanding the foregoing, nothing herein stated shall modify or affect the indemnification provisions (or the right to recover attorney’s fees in enforcing said indemnification provisions) of the special provisions or other provisions of the contract documents, pertinent to the work to be performed under this Agreement, nor shall any of the provisions of this section apply to any action that seeks to enforce any provision of the Bid Bond(s), Performance Bond(s), Labor and Materials Bond(s), or any other bond(s), guarantee, or instrument of credit issued in favor of the City to assure or pay for Contractor’s performance under this Agreement. Should any action be filed that seeks to enforce: 1) any provision of the above-referenced bonds, guarantee, or instrument of credit; and 2) any provision of this Agreement, the contract documents and/or special or other provisions incorporated into this Agreement (with the exception of indemnification provisions described in this section), a prevailing party shall only be entitled to recover those attorney’s fees that were expended to enforce the provisions of the documents specified in sub-paragraph 1) referenced hereinabove (i.e., bonds, guarantee, or instrument of credit) and not the provisions of the documents specified in sub-paragraph 2) referenced hereinabove.

IN WITNESS WHEREOF, the said City of Novato has, by order of its City Council by Ordinance No. 171, caused these presents to be subscribed by the City Manager and the seal of said City to be affixed and attested by the City Clerk, and the said Contractor has subscribed his name hereto the day and year first above written.

CITY OF NOVATO

______________________________  ________________________
City Manager        Date

Approved as to form:

______________________________  ________________________
City Attorney        Date

ATTEST:

______________________________
City Clerk

CONTRACTOR

By ______________________________

Licensed in accordance with an act providing for the registration of contractors:

License No. ______________________
Federal Employer Identification No. ______________________
### General Liability Endorsement

**POLICY INFORMATION**

<table>
<thead>
<tr>
<th>Item</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Insurance Company:</td>
<td></td>
</tr>
<tr>
<td>Policy No.:</td>
<td></td>
</tr>
<tr>
<td>Policy Period (from) (to)</td>
<td></td>
</tr>
<tr>
<td>Endorsement Effective Date:</td>
<td></td>
</tr>
<tr>
<td>Named Insured:</td>
<td></td>
</tr>
<tr>
<td>Limit of Liability Any One Occurrence/Aggregate:</td>
<td>$</td>
</tr>
<tr>
<td>Deductible or Self-Insured Retention</td>
<td>$</td>
</tr>
<tr>
<td>Bodily Injury and Property Damage Coverage is (check one):</td>
<td>If claims made, the retroactive date is</td>
</tr>
<tr>
<td>occurrence</td>
<td>occurrence</td>
</tr>
<tr>
<td>claims made</td>
<td>claims made</td>
</tr>
</tbody>
</table>

**Note:** The City’s standard insurance requirements specify “occurrence” coverage. “Claims-made” coverage requires special approval. If commercial general liability form or equivalent is used, the general aggregate must apply separately to this location/project or the general aggregate must be twice the occurrence limit.

**POLICY AMENDMENTS**

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached thereto, it is agreed as follows:

**INSURED:** The City, its elected or appointed officers, officials, employees and volunteers are included as insureds with regard to damages and defense of claims arising from: (a) activities performed by or on behalf of the Named Insured, including the insured’s general supervision of the Named Insured, (b) products and completed operations of the Named Insured, or (c) premises owned, leased or used by the Named Insured.

**CONTRIBUTIONS NOT REQUIRED.** As respects: (a) work performed by the Named Insured for or on behalf of the City; or (b) products sold by the Named Insured to the City; or (c) premises leased by the Named Insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its elected or appointed officers, officials, employees or volunteers; or stand in an unbroken chain of coverage excess of the Named Insured’s scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its elected or appointed officers, officials, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

**SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:

1. Insurance services office form number GL 0002 (Ed. 1/73), Comprehensive General Liability Insurance and Insurance Services Office Form Number GL 0404 Broad Form Comprehensive General Liability endorsement; or
2. Insurance Services Office Commercial General Liability Coverage, “occurrence” form CG 0001 or “claims-made” form CG 0002; or
3. If excess, affords coverage which is at least as broad as the primary insurance forms referenced in the preceding Sections (1) and (2).

**SEVERABILITY OF INTEREST.** The insurance afforded by this policy applies separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the company’s limit of liability.

**PROVISIONS REGARDING INSURED’S DUTIES AFTER ACCIDENT OR LOSS.** Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its elected or appointed officers, officials, employees or volunteers.

**CANCELLATION NOTICE.** The insurance afforded by this policy shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days’ prior written notice by certified mail return receipt requested has been given to the City. Such notice shall be addressed as shown in the heading of this endorsement.

### INCIDENT AND CLAIM REPORTING PROCEDURE

Incidents and claims are to be reported to the insurer at:

<table>
<thead>
<tr>
<th>ATTN:</th>
<th>(Title)</th>
<th>(Department)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Company)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Street Address)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(City)</td>
<td>(State)</td>
<td></td>
</tr>
</tbody>
</table>

### AUTHORIZED REPRESENTATIVE

I warrant that I have authority to bind the above-listed insurance company and by my signature hereon does so bind this company.

<table>
<thead>
<tr>
<th>SIGNATURE:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>TYPE/PRINT NAME:</td>
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</tr>
<tr>
<td>TITLE:</td>
<td></td>
</tr>
<tr>
<td>PHONE NO.:</td>
<td></td>
</tr>
</tbody>
</table>

Original signature of authorized representative or insurer is required on endorsement furnished to the City.
Automobile Liability Special Endorsement

for ____________________________ (the “City”)

Producer

Policy Information:
Insurance Company:
Policy No.:
Policy Period: (from) (to)

Loss Adjustment Expense
Included in Limits
In Addition to Limits

Deductible
Self-Insured Retention (check which) of

Named Insured

Applicability. This insurance pertains to the operation and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here in which case only the following specific agreements and permits with the City are covered:

City Agreements/Permits

Type of Insurance
Commercial Auto Policy
Business Auto Policy
Other

Limits of Liability
$______________ per accident for bodily injury and property damage

Other Provisions

Claims: Underwriter’s representative for claims pursuant to this insurance.

Name:
Address:
Telephone: ( )

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:

1. Insured. The City, its officers, officials, employees and volunteers are included as insureds with regard to damages and defense of claims arising from: the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired, or borrowed by the Named Insured, or for which the Named Insured is responsible.

2. Contribution Not Required. As respects work performed by the Named Insured for or on behalf of the City, the insurance afforded by this policy shall: (a) be primary insurance as respects the City, its officers, officials, employees and volunteers; or (b) stand in an unbroken chain of coverage excess of the Named Insured’s primary coverage. Any insurance or self-insurance maintained by the City, its officers, officials, employees and volunteers shall be excess of the Named Insured’s insurance and not contribute with it.

3. Cancellation Notice. With respect to the interests of the City, this insurance shall not be cancelled, except after thirty (30) days prior written notice by receipted delivery has been given to the City.

4. Scope of Coverage. This policy affords coverage at least as broad as:
   (1) If primary, Insurance Services Office Form Number CA0001 (Ed. 1/87), Code 1 (“any auto”); or
   (2) If excess, affords coverage which is at least as broad as the primary insurance forms referenced in the preceding Section (1).

Except as stated above, nothing herein shall be held to waive, alter, or extend any of the limits conditions, agreements, or exclusions of the policy to which this endorsement is attached.

Endorsement Holder
City

Authorized Representative
Broker/Agent    Underwriter

I, ________________________________ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do bind this company to this endorsement.

Signature ____________________________________________

(original signature required)

Telephone: ( )

Date Signed: ____________
## Workers’ Compensation and Employer’s Liability Special Endorsement

For ____________________________ (the “City”)

<table>
<thead>
<tr>
<th>Producer</th>
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<tbody>
<tr>
<td></td>
<td>Insurance Company:</td>
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<tr>
<td></td>
<td>Policy No.:</td>
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<tr>
<td></td>
<td>Policy Period:</td>
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</table>

Submit in Duplicate

<table>
<thead>
<tr>
<th>Endorsement No.</th>
<th>Issue Date (MM/DD/YY)</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
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</thead>
</table>

<table>
<thead>
<tr>
<th>Named Insured</th>
<th>Other Provisions</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Claims: Underwriter’s representative for claims pursuant to this insurance.</th>
</tr>
</thead>
</table>

Name: 
Address: 
Telephone: ( )

<table>
<thead>
<tr>
<th>Employer’s Liability Limits</th>
</tr>
</thead>
</table>

$ ___________ (Each Accident)  
$ ___________ (Disease - Policy Limit)  
$ ___________ (Disease - Each Employee)

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:

1. **Cancellation Notice.** This insurance shall not be cancelled, except after thirty (30) days prior written notice by receipted delivery has been given to the City.

2. **Waiver of Subrogation.** This Insurance Company agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses paid under the terms of this policy which arise from the work performed by the Named Insured for the City.

Except as stated above, nothing herein shall be held to waive, alter, or extend any of the limits conditions, agreements, or exclusions of the policy to which this endorsement is attached.

<table>
<thead>
<tr>
<th>Endorsement Holder</th>
</tr>
</thead>
</table>

City

<table>
<thead>
<tr>
<th>Authorized Representative</th>
</tr>
</thead>
</table>

Broker/Agent  Underwriter

I, ________________ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature ________________  
(Original signature required)

<table>
<thead>
<tr>
<th>Telephone:</th>
<th>Date Signed:</th>
</tr>
</thead>
</table>

( )  ____________
Exhibit “F”

Certificate of Insurance

(the “City”)

<table>
<thead>
<tr>
<th>Producer</th>
<th>This Certificate of Insurance is not an insurance policy and does not amend, extend, or alter the coverage afforded by the policies below.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company</td>
<td>Companies</td>
</tr>
<tr>
<td>Letter</td>
<td>Best’s Rating</td>
</tr>
<tr>
<td>A</td>
<td></td>
</tr>
<tr>
<td>B</td>
<td></td>
</tr>
<tr>
<td>C</td>
<td></td>
</tr>
<tr>
<td>D</td>
<td></td>
</tr>
<tr>
<td>E</td>
<td></td>
</tr>
</tbody>
</table>

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 subject to all the terms, exclusions, and conditions of such policies. Limits shown may have been reduced by paid claims.

The following provisions apply:
1. None of the above-described policies will be cancelled until after 30 days written notice has been given to the City at the address indicated below.
2. The City, its officials, officers, employees and volunteers and added as insureds on all liability insurance policies listed above.
3. It is agreed that any insurance or self-insurance maintained by the City will apply in excess of and not to contribute with the insurance described above.
4. The City is named a loss payee on the property insurance policies described above, if any.
5. All rights of subrogation under the property insurance policy listed above have been waived against the City.
6. The Workers’ Compensation insurer named above, if any, agrees to waive all rights of subrogation against the City for injuries to employees of the insured resulting from work for the City or use of the City’s premises or facilities.

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Policy Number</th>
<th>Policy Effective Date</th>
<th>Policy Expiration Date</th>
<th>All Units in Thousands</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Liability</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Commercial General Liability</td>
<td></td>
<td></td>
<td>General Aggregate</td>
<td>$</td>
</tr>
<tr>
<td>Claims Made</td>
<td></td>
<td></td>
<td>Products Comp/OPS Aggregate</td>
<td>$</td>
</tr>
<tr>
<td>Occur.</td>
<td></td>
<td></td>
<td>Personal &amp; Advertising Injury</td>
<td>$</td>
</tr>
<tr>
<td>Owner’s &amp; Contractor’s Prot.</td>
<td></td>
<td></td>
<td>Each Occurrence</td>
<td>$</td>
</tr>
<tr>
<td>Owner</td>
<td></td>
<td></td>
<td>Fire Damage (Any One Fire)</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Medical Expense (Any One Person)</td>
<td>$</td>
</tr>
<tr>
<td>Automobile Liability</td>
<td></td>
<td></td>
<td>Combined Single Limit</td>
<td>$</td>
</tr>
<tr>
<td>Any Auto</td>
<td></td>
<td></td>
<td>Bodily Injury (Per Person)</td>
<td>$</td>
</tr>
<tr>
<td>All Owned Autos</td>
<td></td>
<td></td>
<td>Bodily Injury (Per Accident)</td>
<td>$</td>
</tr>
<tr>
<td>Scheduled Autos</td>
<td></td>
<td></td>
<td>Property Damage</td>
<td>$</td>
</tr>
<tr>
<td>Hired Autos</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Non-owned Autos</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Garage Liability</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Excess Liability</td>
<td></td>
<td></td>
<td>Each Occurrence</td>
<td>$</td>
</tr>
<tr>
<td>Umbrella</td>
<td></td>
<td></td>
<td>Aggregate</td>
<td>$</td>
</tr>
<tr>
<td>Other Than Umbrella Form</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Worker’s Compensation and</td>
<td></td>
<td></td>
<td>Statutory</td>
<td>$</td>
</tr>
<tr>
<td>Employer’s Liability</td>
<td></td>
<td></td>
<td>Each Accident</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Disease - Policy Limit</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Disease - Each Employee</td>
<td>$</td>
</tr>
<tr>
<td>Property Insurance</td>
<td></td>
<td></td>
<td>Amount of Insurance</td>
<td>$</td>
</tr>
<tr>
<td>Course of Construction</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Certificate Holder/Additional Insured

Authorized Representative

Signature: ____________________________
Title: ____________________________
Phone No.: ____________________________
Exhibit “G”

UNDERWRITER/BROKER/AGENT’S CERTIFICATION

<table>
<thead>
<tr>
<th>City:</th>
</tr>
</thead>
<tbody>
<tr>
<td>City Project Identification:</td>
</tr>
<tr>
<td>Entity Providing Contractual Services:</td>
</tr>
<tr>
<td>Insurer(s):</td>
</tr>
<tr>
<td>Best Rating(s):</td>
</tr>
<tr>
<td>Name and Title of Underwriter, Broker or Agent completing Certification:</td>
</tr>
</tbody>
</table>

I, the undersigned insurance underwriter, broker or insurance agent, do hereby certify that I have examined the insurance specifications prepared by the City for the above-referenced project and have attached herewith company certificates of insurance and all endorsements specified in the insurance specifications.

I further certify that the coverages provided to the Contractor and described in the certificates of insurance and endorsements conform in all respects to the requirements set forth in the insurance specifications, including, but not limited to, the following considerations:

1. The scope of insurance is at least as broad as the minimum requirements identified in the insurance specifications;

2. The minimum occurrence limits and aggregate limits of insurance are consistent with those set forth in the insurance specifications;

3. All deductibles and/or self-insured retentions have been declared;

4. All required endorsements identified in the insurance specifications have been provided and copies have been attached to the appropriate certificate of insurance.

5. All policies of insurance have been placed with insurers with a current rating from the A.M. Best Company of not less than A:VII;

6. All endorsements have been signed by a person authorized by the insurer to bind coverage on its behalf.

I understand that the City will not authorize the Contractor to initiated work on behalf of the City until this certification has been fully executed and returned to the City.

__________________________________________________________  ______________________________
Name of Company                                               Signature of Broker

__________________________________________________________  ______________________________
Business Address                                               Date

__________________________________________________________
Business Phone