

**SERVICES AGREEMENT BETWEEN
THE CITY OF SUNNYVALE AND
BEAR ELECTRICAL SOLUTIONS, LLC FOR
TRAFFIC SIGNAL PREVENTATIVE MAINTENANCE AND REPAIR SERVICES**

THIS AGREEMENT dated 06/24/2025 is by and between the CITY OF SUNNYVALE, a California chartered municipal corporation ("CITY"), and BEAR ELECTRICAL SOLUTIONS, LLC, a California corporation ("CONTRACTOR").

WHEREAS, CITY is in need of comprehensive Traffic Signal Preventative Maintenance and Repair Services in support of the Department of Public Works – Traffic & Transportation Division; and

WHEREAS, CITY advertised a Request for Proposals (RFP) on March 17, 2025 for Traffic Signal Preventative Maintenance and Repair Services; and

WHEREAS, CONTRACTOR submitted a proposal on April 16, 2025; and

WHEREAS, CITY accepted CONTRACTOR proposal submitted on April 16, 2025; and

WHEREAS, in reliance upon CONTRACTOR's representations regarding its qualifications, CITY finds that CONTRACTOR possesses the skill and expertise to provide the required services;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

1. Service Agreement Documents

The complete Agreement consists of the following documents: Notice Inviting Proposals; Instructions to Proposers; Specifications; CONTRACTOR's completed Proposal; and all exhibits. These documents including all associated attachments, are all incorporated herein by reference. All exhibits, including all associated attachments, are attached hereto.

Any and all obligations of the CITY and the CONTRACTOR are fully set forth and described therein.

All of the above documents are intended to cooperate so that any work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all documents.

2. Services by CONTRACTOR

CONTRACTOR agrees to perform the scope of work described in Exhibit "A", entitled "Detailed Scope of Services." It is understood and agreed that tools, equipment, apparatus, facilities, labor, transportation, and material shall be furnished and work performed and completed as required in the bid documents under the sole direction and control of the CONTRACTOR, and subject to approval of the City.

3. Time for Performance

The term of this Agreement shall be from July 1, 2025, to June 30, 2028, and may be renewed for one (1) additional two-year period unless otherwise terminated in accordance with Section 16 below. The schedule of performance may be revised by the mutual agreement of CONTRACTOR and the CITY.

4. Compensation

In no event shall the total amount of compensation paid by CITY to CONTRACTOR under this agreement exceed the sum of Four Million Two Hundred Fourteen Thousand Seven Hundred Fifty Two and 44/100 Dollars (\$4,214,752.44) unless upon written modification of this Agreement. CONTRACTOR shall submit invoices to CITY no more frequently than monthly for services provided to date, and in accordance with the compensation schedule outline in Exhibit "B". All invoices, including detailed backup, shall be sent to City of Sunnyvale, attention Accounts Payable, P.O. Box 3707, Sunnyvale, CA 94088-3707 or accountspayable@sunnyvale.ca.gov. Payment shall be made within thirty days upon receipt of an accurate itemized invoice by CITY's Accounts Payable unit.

If this Agreement is extended, the rate payable to CONTRACTOR shall be adjusted by the change in the Consumer Price Index (CPI) increase in **June 2028**, based on the latest statistics released by the Bureau of Labor Statistics for the San Francisco-Oakland-Haywood, but not less than 2% nor more than 4%. The prevailing wage rate determination of the California Department of Industrial Relations at the time of the bid advertisement date shall remain in effect for any extension term.

5. Wage Rates

CONTRACTOR shall comply with the minimum wage provisions set forth in Section 3.80.040 of the Sunnyvale Municipal Code.

6. Conflict of Interest

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

7. Confidential Information

CONTRACTOR shall maintain in confidence and at no time use, except to the extent required to perform its obligations hereunder, any and all proprietary or confidential information of CITY of which CONTRACTOR may become aware in the performance of its services.

8. Compliance with Laws

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

9. Independent Contractor

CONTRACTOR is acting as an independent contractor in furnishing the services or materials and performing the work required by this Agreement and is not an agent, servant or employee of CITY. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between CITY and CONTRACTOR. CONTRACTOR is responsible for paying all required state and federal taxes.

10. Indemnity

To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend, and hold harmless the CITY, its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses, including attorney fees, arising out of the performance of the services described herein, caused in whole or in part by any negligent act or omission of CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence or willful acts of the CITY. The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this agreement. CONTRACTOR's responsibility for such defense and indemnity obligations shall survive the termination or completion of this agreement.

11. Insurance

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

12. CITY Representative

Angela Obeso, Interim Transportation and Traffic Manager, as the City Manager's authorized representative ("CITY representative"), shall represent CITY in all matters pertaining to the services

13. CONTRACTOR Representative

14. Notices

To CITY: City of Sunnyvale
Department of Public Works
CITY OF SUNNYVALE
P. O. Box 3707
Sunnyvale, CA 94088-3707
Attn: Angela Obeso, Interim Transportation and Traffic Manager

To CONTRACTOR: Bear Electrical Solutions, LLC
1252 State Street
Alviso, CA 95002-0924
Attn: Robert Asuncion, Vice President

15. Assignment

16. Termination

- A. If CONTRACTOR defaults in the performance of this Agreement, or materially breaches any of its provisions, CITY at its option may terminate this Agreement by giving written notice to CONTRACTOR. In the event of such termination, CONTRACTOR shall be compensated in proportion to the percentage of satisfactory services performed or materials furnished (in relation to the total which would have been performed or

furnished) through the date of receipt of notification from CITY to terminate. CONTRACTOR shall present CITY with any work product completed at that point in time.

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

17. Entire Agreement; Amendment

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

18. Governing Law, Jurisdiction and Venue

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

19. Miscellaneous

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

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF SUNNYVALE ("CITY")

BEAR ELECTRICAL SOLUTIONS, LLC
("CONTRACTOR")

DocuSigned by:
By Tim Kirby 06/24/2025
A38667B67C1D420...
City Manager
Tim Kirby

Signed by:
By Robert Asuncion
31D706E37F49409...
Robert Asuncion

Name and Title

ATTEST:

DocuSigned by:
By [Signature] 06/24/2025
663E57B921394E1...
City Clerk
David Carnahan

Signed by:
By Andrew Bader
6EC6A965ED5F48C...
Andrew Bader

Name and Title

APPROVED AS TO FORM:

DocuSigned by:
By Rebecca Moon 06/24/2025
4004B8486114407...
City Attorney
Rebecca Moon

Exhibit A

Detailed Scope of Services

A. SERVICES

The Contractor shall provide ongoing and regular field preventive maintenance and repair of traffic signals including High-Intensity Activated Crosswalk (HAWK) Signal Systems, In-Roadway Warning Light Systems (IRWL), Changeable Message Signs (CMS), Speed Feedback Signs, Rectangular Flashing Beacon Systems (RRFB), flashing beacons, Intelligent Transportation Systems (ITS) components, and other related equipment by duly trained and qualified personnel in compliance with the National/California Electrical Code (NEC), CalOSHA and NFPA 70E.

The Contractor is required to have a minimum of one (1) Traffic Signal Technician per 45 signalized intersections and a minimum of one (1) Certified Fiber Optics Technician available to perform Services under this contract, designated for the City of Sunnyvale available to perform Services under this contract, designated for the City of Sunnyvale. The Traffic Signal Technicians shall have a valid California Electrician certification, current International Municipal Signal Association (IMSA) Traffic Signal Field Technician Level III and a minimum of four years of experience in traffic signals and signal interconnect methods such as copper and fiber optics cables maintenance and repairs. The Traffic Signal Technician shall have experience with the operation and maintenance of type 170, 2070 ATC, and various NEMA controllers currently in use by the City of Sunnyvale. The Traffic Signal Technician shall also be familiar with all software in use by the City of Sunnyvale, including but not limited to Caltrans C7 and C8, and Centracs/Econolite EOS. The Traffic Signal Technician shall also have knowledge of the operation and maintenance of inductive traffic loops, video detection systems, infrared detection systems, EMTRAC emergency vehicle and Transit Priority preemption devices, twisted pair interconnect, wireless 5.0GHz Spread Spectrum Radio communications, and fiber optic cables. The Traffic Signal Technician shall keep up to date on the operation and maintenance of all state-of-the-art traffic signal control devices, Intelligent Transportation Systems (ITS) and components and related equipment to ensure that the City's needs will also be supported in the future. The Traffic Signal Technician shall also be familiar with and adhere to all Caltrans and City standards for traffic signal maintenance and operations, traffic signal coordination timing, and traffic signal communications networks and equipment. The Certified Fiber Optics Technician shall have a valid International Municipal Signal Association (IMSA)/Fiber Optics Association (FOA) certification and a minimum of four (4) years of experience in traffic signals fiber optics with basic knowledge, skills and abilities to install fiber optic outside plant networks properly, including maintenance and repairs. All technicians performing traffic signal communications repairs and maintenance on City's traffic signal communications network shall have a Cisco Certified Network Associate (CCNA) certification.

The Contractor shall provide and maintain emergency service response of the City's traffic signals on a 24-hour a day, 7 days per week basis, including all holidays.

The Contractor must provide a vehicle for the use of the Contractor's Traffic Signal Technician which shall be equipped with a permanently mounted arrow board; warning beacon/strobe lights; traffic cones; construction warning signs; a hydraulic bucket capable of reaching a height of 40 feet from the roadway surface; proper lighting for illuminating the work area at night; necessary computer laptop for programming, maintenance and testing of traffic signal controllers and various equipment; and communications equipment for dispatch. In addition, Contractor's employee shall be required to have radio communication equipment for dispatch purposes. At a minimum, this shall be a cellular phone capable of numeric and text messages

with vibration alert. All the required equipment shall be properly maintained and functional 24 hours a day, 7 days a week, including holidays.

The Contractor ensures that any vehicle used within the boundaries of the City of Sunnyvale where lane closures or work within the travel lanes is required shall be equipped with an arrow board, warning beacons/strobe lights, the proper quantity and sized cones for a lane closure, and advance warning signs. All the Contractor's employees working within the boundaries of the City shall be equipped with a communications device capable of instant 2-way communications for extended periods of time with the Contractor's shop or with City staff. It is the responsibility of the Contractor to ensure that its personnel are appropriately qualified to operate all vehicles and equipment required.

The Contractor must possess and have readily accessible in functioning order, all required tools, equipment, apparatus, facilities, and materials need to perform all work necessary to maintain and repair the traffic signals, Changeable Message Signs (CMS), In-Roadway Warning Light Systems (IRWL), Rectangular Rapid Flashing Beacons (RRFB), Speed feedback signs and flashing beacon systems listed in Attachment C in compliance with current Caltrans and City standards and specifications. This includes but is not limited to Fiber Optics communication tester, inductive loop tester, twisted pair copper interconnect tester, conflict monitor unit tester, UPS batteries tester, etc.

The Contractor shall furnish temporary replacement traffic signal controllers, coordination units, preemption units, traffic signal communications and monitoring equipment, detector amplifiers, conflict monitors, video detection systems, and uninterruptable power supplies for traffic signals and various other standard traffic signal equipment. Contractor-furnished temporary spares shall be identical to the component being replaced in manufacture, make and model. The Contractor may deviate from this requirement only upon written advance approval from the City. The Contractor shall provide the temporary equipment at no additional charge to the City whenever the original units are removed for repair or servicing.

The Contractor shall assist the City in recalibrating traffic signal coordination timing and progression.

The Contractor shall change the timing of traffic signals only upon the direction or advance written approval of the City.

During emergency conditions, the Contractor shall assure full cooperation with the City of Sunnyvale Department of Public Safety, the Santa Clara County Sheriff's Department, the California Highway Patrol (CHP) and those employees of the City of Sunnyvale Department of Public Works Division of Transportation and Traffic as indicated.

The Contractor shall ensure that all field staff have a current and valid Roadway Worker Protection certifications from both, Valley Transportation Authority (VTA) and Caltrain allowing them to work in and around VTA and Caltrain track right of way. The Contractor shall provide proof of all required certifications and permits at the beginning of each calendar year throughout of this service agreement.

The Contractor shall not represent the City of Sunnyvale in matters of policy or procedures under this service agreement, 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 and conditions of this service agreement to the City.

The Contractor shall provide traffic control/lane closures that conform to the latest California Manual on Uniform Traffic Control Devices (CA-MUTCD) Part 6 – Temporary Traffic Control. For any work impacting bicycle lanes, the Contractor's traffic control/lane closures shall conform to the City of Sunnyvale's Standard Operating Procedure for Bicycle/Pedestrian Safety (Attachment F).

B. FAILURE TO PERFORM

The Contractor shall provide the City with a written schedule of work within five (5) business days of approval of any repair/service estimate. If the Contractor fails to provide the written schedule, the City shall consider the Contractor to be "failing to perform." The City shall then perform or hire another Contractor to perform such work and deduct the cost plus 25% thereof from any payment due to the Contractor.

Should the Contractor fail to properly execute the work in a timely or correct manner as provided under the terms of this contract, the City, after providing the Contractor with three (3) business days' notice, may perform or hire another Contractor to perform such work and deduct the cost plus 25% thereof from any payment due to the Contractor.

C. ROUTINE MAINTENANCE

The Contractor shall enact a continuing comprehensive maintenance program designed to eliminate or reduce any incidence of malfunctions, complaints, and extension of the useful life of the City's traffic signal equipment. The program shall include at a minimum the following:

1. QUARTERLY AND ANNUAL PREVENTIVE MAINTENANCE

The Contractor shall provide quarterly preventive maintenance and night check on all the traffic signals including High-Intensity Activated Crosswalk (HAWK) Signal Systems, Changeable Message Signs (CMS), In-Roadway Warning Light Systems (IRWL), Rectangular Rapid Flashing Beacons (RRFB), Speed feedback signs and flashing beacon systems listed in Attachment C. The Contractor shall complete a Quarterly Preventive Maintenance Checklist (Attachment D) for each maintenance check. As part of the quarterly preventive maintenance activities, the Contractor shall perform a night check of all safety lights to ensure they are operating as expected, repairs resulting from night checks shall be completed within 72 hours from when the malfunction was identified. The Contractor shall maintain the completed quarterly preventive maintenance and night check forms in electronic format for each intersection and for each field check in the Contractor's computerized traffic signal maintenance, asset and inventory management system throughout the term of this service agreement. The Contractor shall submit soft copies of the completed quarterly preventive maintenance and night check forms as part of its monthly activity report and invoices.

The Contractor shall provide annual preventive maintenance of the traffic signals including High-Intensity Activated Crosswalk (HAWK) Signal Systems, Changeable Message Signs (CMS), In-Roadway Warning Light Systems (IRWL), Rectangular Rapid Flash Beacons (RRFB), Speed feedback signs and flashing beacon systems listed in Attachment C. The Contractor shall complete an Annual Preventive Maintenance Checklist (Attachment E) for each annual maintenance check. The Contractor shall maintain the completed annual preventive maintenance forms in electronic format for each intersection/location and for each annual field check in the Contractor's computerized traffic signal maintenance, asset

and inventory management system throughout the term of this contract. The Contractor shall submit a schedule for the annual maintenance inspection at the start of the service agreement and update accordingly as new traffic control devices are added. The Contractor shall maintain the test results of the traffic signal conflict monitor and megg test of traffic loops at the pull box in electronic format for each intersection/location in the computerized traffic signal maintenance, asset and inventory management system. The Contractor shall submit soft copies of the completed annual preventive maintenance form including the conflict monitor and megg test of the traffic loops at the pull box as part of its monthly activity report and invoices when completed.

It is understood and agreed that failure on the part of the Contractor to perform quarterly and annual preventive maintenance as required by this service agreement will cause the city to suffer an unascertainable amount of damage. Therefore, the Contractor agrees to pay to the city, not as a penalty but as liquidated damages, the amount of \$500 per calendar day that the intersection is overdue for quarterly or annual preventive maintenance. The total amount of liquidated damages will be totaled and deducted from the monthly invoice payment.

The Contractor shall maintain two separate logs at each traffic signal including HAWK systems, CMS, IRWL, RRFB, Speed feedback signs and flashing beacon systems included under this service agreement. One log shall detail each quarterly and annual preventive maintenance check by the Contractor. The Contractor shall complete at a minimum on this log, the check date, arrival time, departure time, type of check, any findings or repairs, and the Contractor's employee name and ID. The other log shall detail any extraordinary repairs, or service calls for the locations mentioned above. This log shall detail the nature of the emergency/service call, the Contractor's findings, the repair made, Repair Order number, if applicable, dispatch time, arrival time at the intersection, departure time, and the Contractor's employee name and ID.

2. TRAFFIC SIGNAL CONTROL EQUIPMENT

The Contractor shall repair, replace or otherwise render in good working order all defective parts of all traffic signal control equipment. Whenever the Contractor replaces any defective parts on either a temporary and/or permanent basis, the Contractor shall identify the parts being replaced by the manufacturer's make and model. Further, the Contractor shall only use new parts for permanent replacement. Exceptions to this requirement shall only occur on an individual basis upon advance written approval from the city.

No permanent changes of traffic signal control devices shall be done without prior written approval from the City. Whenever any traffic signal equipment is removed/replaced/modified, the Contractor shall notify the City by providing written notification via electronic message to the city within three working days. Furthermore, any changes shall also be indicated on the maintenance or repair log within the traffic signal controller cabinet.

The Contractor agrees to notify, the city in advance of any planned or scheduled traffic signal turn-offs/turn-ons necessitated by the Contractor's operations. The Contractor shall make turn-offs/turn-ons of traffic signals only upon prior written approval by the City. Furthermore, a City representative shall be present at all turn-offs/turn-ons of any traffic signals unless city approves otherwise.

All traffic signal control equipment (poles, IRWL, RRFB, HAWK, CMS, radar speed feedback signs, traffic signals, conduits, conductors, video detection and infrared

detection systems, PTZ cameras, inductive loops, UPS systems, Ethernet switches, and wireless communication systems) shall be maintained in accordance with the manufacturer's recommendations. The Contractor shall bear the cost for replacing any part of the traffic signal control equipment under the provisions of the maintenance service agreement and bill the city with the monthly invoices. When the traffic signal control equipment becomes obsolete or deteriorated to the point of being beyond reasonable or cost-effective repair, the Contractor shall report such conditions to the City and provide satisfactory evidence that replacements are necessary. The Contractor shall prepare estimates showing the cost breakdown of materials and labor for replacement of such traffic signal control equipment and submit this information to the city for approval prior to replacing the equipment.

3. NEW INSTALLATIONS OR DELETIONS

The Contractor shall add to the current maintenance scheduled activities any new traffic signal equipment, IRWL, RRFB, HAWK, CMS, radar speed feedback signs, flashing beacons, and any other related traffic control devices, which are installed for or by the City throughout the term of the service agreement. These devices will be deemed to be added to the existing signalized intersection listed on Attachment C when the City notifies the Contractor of the installation thereof and after contractor completes and provides to the city their acceptance review checklist upon completion of said installation. These added devices, regardless of the complexity of the technology shall be maintained in the same manner and for the same flat rate as those devices already covered by the contract.

In the event notification of the addition of any device is made any day other than the first day of the month, payment for that month shall be prorated from the first day the Contractor is notified to begin maintenance. Should responsibility for the maintenance of any current or future traffic signal device cease to be the City's, the City will notify the Contractor in writing of the last date to perform maintenance. The flat rate maintenance for any such affected device shall be prorated on the basis of the number of days that device was maintained by the Contractor.

4. WARRANTY SERVICE

During the warranty period for any traffic signal, LED, traffic signal controller, communications/monitoring/interconnection device, loop amplifier, video camera, electronic changeable message sign, emergency preemption device, or any traffic signal related device, the Contractor shall be responsible for making contact between the equipment manufacturer, the installing contractor and the City regarding any required service determined to be under warranty. The Contractor shall notify the City of any undue delays in response due to the manufacturer or installing contractor and provide details of each incident. The Contractor's shall maintain a warranty tracker and log in their computerized traffic signal maintenance, asset management and inventory management system throughout the term of this service agreement.

D. CONTRACTOR SHOP AND EMERGENCY SERVICE

The Contractor shall establish, within ninety (90) days of award of contract, adequate shop and storage facilities within Reasonable distance allow for a one-hour on-site response time. This facility shall house the necessary staff, traffic signal poles such as 1B, 1A, pedestrian push button posts, signals, traffic signal controllers, traffic signal communications devices, vehicular and pedestrian LEDs modules, LED safety lighting, controller cabinet assemblies, service cabinets, uninterruptable power supplies, wiring, pullboxes, pull box lids, pedestrian

push buttons, and other necessary materials and vehicular equipment to perform all maintenance required and to perform temporary and permanent repair of collision damage to traffic signal equipment/devices. This facility shall also be equipped to perform twenty-one-day bench test of traffic signal controller cabinet assemblies in accordance to latest Caltrans and City standard specifications. This facility shall have all test equipment necessary to test conflict monitors, load switches, flashers, detector amplifiers, controllers, LEDs, and controller cabinet assemblies. This facility shall be staffed and open for meetings/inspections at any time Monday thru Friday during normal working hours (8 am to 5 pm) and within reasonable distance for city staff to visit the shop and office to meet with field lead technician and review bench testing activities, and to perform city specific testing of traffic signal equipment and operations.

The Contractor shall maintain a single local telephone number during the entire term of the service agreement where he/she or a designated representative can be reached 24 hours a day, 366 days a year including leap year in 2028.

The Contractor shall also maintain and provide direct phone numbers, cellular phone numbers, fax numbers, and email addresses of various pertinent staff/employees with which the City can maintain regular and direct contact with regarding billing, estimating, service calls, status reports, scheduling, testing of equipment, and various other issues.

When notified of any traffic signal device malfunction, failure, loss of indication, collision damage, construction damage, or any traffic signal service call, the Contractor shall respond and be at the location within one hour following notification from the City, CHP, or County Sheriff first notifies the Contractor.

In the event of a knockdown, the Contractor shall provide temporary emergency replacement of a type acceptable to the City immediately unless permanent repair can be completed. Permanent repairs should commence within twenty-four (24) hours of the report of the incident including but not limited to ordering the necessary equipment needed until permanent repairs can be completed. Contractor while performing the repairs shall implement temporary traffic control per city requirements and maintain it as necessary. The Contractor shall not reinstall the damaged equipment even if there are no visible signs of damage; damaged equipment shall be discarded. Public safety and reliability is of the utmost concern. Permanent replacement of equipment shall require prior written approval from the city's Transportation and Traffic staff before such replacements are commenced in conjunction with an emergency call. Contractor shall provide a quote to the city for the permanent replacement within a week of the incident for approval if the necessary traffic signal equipment is not covered under service agreement fixed price.

The requirement of the previous paragraph will apply except when a pedestrian pushbutton pole or 1B pole is knocked down with or without damage to the existing foundation or anchor bolts. In these cases, the Contractor shall make a permanent repair with entirely new equipment during the initial service call.

At any time the Contractor is notified of an emergency situation by the city staff, CHP, or County Sheriff, or other duly recognized authority, the Contractor shall call Transportation and Traffic staff of the nature of the emergency call during normal business hours.

Upon completion of the emergency work, the Contractor shall notify the city by telephone and/or email that the emergency work has been completed. In addition, the Contractor shall notify the City in writing within three working days that such repairs have been completed.

It is understood and agreed that failure on the part of the Contractor to respond within one hour when the call was placed by city staff, CHP, or County Sheriff for any emergency/service call as provided will cause the city to suffer an unascertainable amount of damage. Therefore, the Contractor agrees to pay to the city, not as a penalty but as liquidated damages, the amount of \$500 per hour. The time for such liquidated damages shall commence from the first hour after the required response time for emergency/service calls indicated in the previous sections. The total amount of liquidated damages will be totaled and deducted from the monthly invoice payment.

The Contractor shall enter any emergency/service call onto the Extraordinary Repair Log at the intersection controller cabinet and in the computerized traffic signal maintenance, asset and inventory management system along with the minimum required information as stated in the previous sections. Failure to do so will be construed to be a failure to respond to the emergency/service call. In this case, the Contractor agrees to pay to the city, as liquidated damages, the amount of \$500 per hour. The time for such liquidated damages shall commence from the first hour after the required response time for emergency/service calls indicated in the previous sections. The city shall perform quarterly reviews of the Contractor's response times to the emergency/service calls throughout the term of the service agreement. This will be done, by confirming emergency/service notification call time to the Contractor by the City with the arrival time noted in the intersection logs and computerized traffic signal maintenance, asset and inventory management system. The city may also choose to randomly time and respond to the emergency/service call along with the Contractor in order to check response times and workmanship of the Contractor. The total amount of liquidated damages will be totaled and deducted from the monthly invoice payment.

E. TRAFFIC CONTROL DEVICES_UPGRADES, MODIFICATIONS, AND INSTALLATIONS AND ENGINEERING SERVICES AND CONSTRUCTION INSPECTIONS.

No additional or extra work shall be commenced or undertaken by the Contractor unless authorized in advance in writing by the City. Said written authorization is a condition precedent to the Contractor's entitlement to reimbursement or remuneration for such services. Upon request, the City may request Engineering Services such as construction inspections of traffic signal(s) during construction phase. Additional or extra work and Engineering Services and Construction Inspections shall be performed in accordance with the most current version of the City's Technical Specifications for Traffic Signals, City's Standard Specifications and Standard Details, and latest Caltrans Standard Plans and Caltrans Standard Specifications. This work shall be performed within a specified time limit established by the City and for a mutually agreed upon price.

The City shall retain discretionary right to perform any additional work through the use of City forces, by negotiated agreement, or to advertise such work for construction by others.

F. UNDERGROUND SERVICE ALERT (USA) MARKOUTS

The Contractor will be required to adequately mark all traffic signals conduits, traffic signal interconnect/communication lines, and equipment on behalf of the City in accordance with the California Government Code Section 4216 et seq. The City's designated representative will monitor notifications submitted by Underground Service Alert (USA) to the City and will furnish applicable notifications to a representative of the Contractor to coordinate the markings of any signalized intersections that may be scheduled for construction work or excavations as evidenced by notification from USA. The Contractor shall establish a process for monitoring and tracking the marking of any affected intersections; an Intersection Record Log shall be created and maintained in the traffic signal controller cabinet; the log must

include the USA notification number and corresponding action noted. A report of monthly activity must be provided to the city with the monthly invoices. The Contractor shall assume all liability for satisfying the City's obligations to adequately identify underground structures in accordance with this law.

G. RECORDS

1. PREVENTIVE MAINTENANCE CHECKLIST FORMS

The Contractor shall maintain and provide all required preventive maintenance checklists as described in the previous sections. The Contractor shall provide electronic copies of the maintenance checklists monthly to the City along with the Contractor's invoices.

2. COMPUTERIZED MAINTENANCE, ASSET MANAGEMENT AND INVENTORY SYSTEM

Upon service agreement award, the Contractor shall implement and keep updated during the term of this contract a fully functioning and field deployed comprehensive PC Windows-based, computerized traffic signal maintenance, asset management and inventory management system. Upon demonstration of the system, the City, at its option may request revisions or changes to the system to make it acceptable for use. Upon receipt of the City's requested changes/revisions, the Contractor shall ready the system for implementation within three (3) months of the contract award. After acceptance of the system, any further changes to it requested by the City will be accomplished by the Contractor at no charge to the City within thirty (30) days of official notification to the Contractor. Any future upgrades of the system will be offered by the Contractor to the City at no additional charge during the term of the service agreement. If the contractor fails to implement, keep updated, maintain a fully functioning system and fails to fully integrate the features mentioned in this section during the duration of the service agreement, the Contractor agrees to pay to the city, not as a penalty but as liquidated damages, the amount of \$1,000 per calendar day the system is not functioning as expected and requested. The total amount of liquidated damages will be totaled and deducted from the monthly invoice payment until it is demonstrated to the city that the system is deployed, and all features are fully functional and accepted by the city. Upon the end of the contract, the City at its option may retain possession of data in electronic and hardcopy format for future use related to the City's traffic signal maintenance, asset management and inventory.

The city will make available to the Contractor, if needed, a Microsoft Access database with inventory of all poles and equipment in service at each signalized intersection for integration into the computerized maintenance, asset management and inventory system. The contractor shall bar-code and tag all existing equipment in order to integrate into the system and shall bar-code all new equipment resulting from collision repairs, additions through CIP or redevelopment projects upon notification from City Transportation Engineer.

At a minimum, the traffic signal maintenance. asset management and inventory system shall provide the following features and equipment:

- a. *Assets Inventory Tracking for Field and Spare Equipment* - A complete database of all traffic signals, In-Roadway Warning Light (IRWL) systems, radar speed feedback

signs, changeable message signs (CMS), Rectangular Rapid Flashing Beacon (RRFB) systems and flashing beacon systems to include at a minimum:

- (1) All quarterly and annual maintenance histories. History of maintenance activities including notes with additional details of field findings shall be available always throughout the duration of the contract. Previous history can be archived if storage limitations, however it shall be available to City staff upon request and shall be kept throughout the duration of the contract.
 - (2) Complete, bar coded/tagged and updated equipment inventory to include poles, standards, mast arm and luminaire mast arm length, pedestrian detection, signal head types, vehicle detection types, communications type, controller type and software version, UPS system and type, communications equipment and type, extinguishable signs, safety lights, etc.
 - (3) Date acquired/constructed/modified as part of any CIP/Land Development projects or regular maintenance and emergency activities.
 - (4) Latest design/construction as-built drawings and timing sheets in PDF format, electronic photo images of the controller cabinet assembly and service pedestal and meter.
 - (5) Repair history and installation date of all equipment utilized at each location.
 - (6) Real-time available inventoried replacement and spare parts, status of reordered equipment, and inventory tracking.
 - (7) Equipment cost and warranty status.
 - (8) Night checks and associated repairs activity and history.
 - (9) USA markout activity and history.
- b. *Mapping Capabilities* - The system must have mapping capabilities in GIS format either in shapefile or ESRI geodatabase (file or SDE/RDBMS,) or web GIS service (e.g. REST endpoint/URL.) Web GIS service strongly preferred. This GIS data shall include features such as street centerline data, pole location and type, controller cabinet type, controller type and software version, service pedestal type, signal mast arm length, number of signal heads and types, luminaire arm length, safety light wattage, signal phasing, type of detection, interconnect type, etc. Contractor shall coordinate with City's Transportation and Traffic Staff to ensure data is complete and shall coordinate with City's IT Department to ensure data can be integrated seamlessly with City's GIS map.
- c. *Reporting Capabilities* – System shall be capable of producing real-time asset inventory reports, maintenance/repair history, schedules and status, night checks schedules, status and repairs, trouble calls and response time, equipment cost, warranty status, past due repairs, quotes provided to the City and status, collision repairs and status. At a minimum the system shall allow City staff to generate reports on a monthly, quarterly and yearly basis.
- d. *Maintenance/Work Order Management* – System shall enable the City to plan, schedule and track maintenance work for inventoried signal system assets, such as traffic signals, signs, controllers, cabinets, and other related field equipment. System shall generate and track progress and status of work orders based on City requests or preventive maintenance schedules. Work completion shall be entered back into the system so that information about maintenance costs by element and component (labor, equipment, materials) can be tracked and summarized.

- e. *Service/Emergency Calls* - A record of all calls, date and time stamp moment of receipt, dispatch, name and ID of technician dispatched, technician's arrival and departure times. The system shall also have the capability to provide estimated time of arrivals, and corrective actions. All records shall be updated real-time utilizing smart phones or other like products.
- f. *Budgeting* - The system shall have the capability for City staff to develop capital, maintenance and/or operations budgets. At a minimum the capability to produce a simple spreadsheet that is used to track planned versus actual expenditures by category and specific time frame must be provided.

3. MONTHLY ACTIVITY REPORT

The Contractor shall submit to the City, at the same time as the submission of monthly invoices, a computerized report covering all Contractor's activities within the City of Sunnyvale during the previous month. This monthly activity report shall be provided in electronic format and shall be generated from a database, preferably using Microsoft Access (most recent version). Formatting shall be determined by the Contractor and the City. The Contractor shall be required to maintain a copy of the monthly activity report (either electronic or hardcopy) always throughout the duration of the service agreement. The monthly activity report shall include at a minimum:

- a. Time any emergency/service calls were received by the Contractor, time at which the emergency/service call was dispatched to the technician, name and ID of the technician, the arrival time of the technician at the requested location, the length of time spent repairing or diagnosing the problem, and the departure time.
- b. A complete report showing record of all work performed on the traffic signal equipment and poles/standards during the period covered by the monthly activity report, including the make, model, and serial number of any replacement or newly installed equipment at each intersection. The report shall also detail the pole/standard type, make, model and serial number of any equipment replaced including bar code/tag number assigned or updated.
- c. The date, time, name and ID of the technician performing the work, of all preventive maintenance, collision repair, USA mark outs, and emergency work performed.
- d. Any and all pending repair work needed at each intersection along with Repair Order number and estimated time for completion.
- e. Updated warranty tracker/log information for all traffic signal equipment.
- f. Cover letter

G. MEETINGS

The Contractor and any of its staff shall be available to meet at a minimum on a bi-weekly basis, with City staff at a mutually agreed upon time and place or virtual environment to review maintenance activities, operational and timing activities, pending work, estimates, work quality, collision repair and any items related to Contractor's work under this contract.

EXHIBIT B

COMPENSATION

Preventive Maintenance - Quarterly	\$ <u>155.00</u>	Per Intersection
Preventive Maintenance - Annual	\$ <u>395.00</u>	Per Intersection
Preventive Maintenance - IRWL/RRFB/FB/CMS – Quarterly/Annual	\$ <u>95.00</u>	Per Location
USA Mark Outs	\$ <u>190.00</u>	Per Hour

For Informational Purposes Only (not evaluated but will be included in the contract):

Labor Rates for Extra or Emergency Work, As Required (use extra sheets if necessary)

Labor Category	Straight Time (\$ per hour)	Overtime (\$ per hour)	Double-time (\$ per hour)
<u>Journeyman Electrician - Foreman</u>	\$ <u>195.00</u>	\$ <u>250.00</u>	\$ <u>305.00</u>
<u>Journeyman Electrician</u>	\$ <u>185.00</u>	\$ <u>240.00</u>	\$ <u>295.00</u>
<u>Laborer</u>	\$ <u>105.00</u>	\$ <u>130.00</u>	\$ <u>155.00</u>
<u>Network Engineer - CCNA Certified</u>	\$ <u>185.00</u>	\$ <u>240.00</u>	\$ <u>295.00</u>
<u>Licensed Traffic Engineer</u>	\$ <u>145.00</u>	\$ <u>200.00</u>	\$ <u>250.00</u>

Equipment Rates for Extra Work, As Required (use extra sheets if necessary)

Equipment Category	\$ Per Hour	\$ Per Job
Bucket Truck	\$ 35.00	\$ 70.00
Crane	\$ 65.00	\$ 260.00
Air Compressor	\$ 25.00	\$ 100.00
Vactor Truck	\$ 45.00	\$ 180.00
Dump Truck	45.00	180.00

Miscellaneous Services, As Required (use extra sheets if necessary)**Service Category**

Permanent traffic signal pole knockdown replacement:	\$ Cost
a. 1B pole with one LED vehicular indication (TV1T/SV1T), one LED pedestrian countdown indication, and one Polara Accessible Pedestrian Push Button, with new foundation.	\$ 9,675.00*
b. 1B pole with one LED vehicular indication (TV1T/SV1T), one LED pedestrian countdown indication, and one Polara Accessible Pedestrian Push Button, no new foundation.	\$ 5,050.00*
c. 36" Pedestrian Push Button Post with one Polara Accessible Pedestrian Push Button, with new foundation	\$ 3,310.00*
d. 36" Pedestrian Push Button Post with one Polara Accessible Pedestrian Push Button, no new foundation	\$ 1,585.00*
e. 21-day Traffic Signal Controller Cabinet Assembly Test and Certification with controller and equipment.	\$ 1,540.00*
f. 7-day Traffic Signal Controller Test and Certification.	\$ 770.00*

* - See notes
on detailed breakout for
each item.

Installation, testing and termination of inductive loops:

a. 6x6 type A, B, D, E, and Q	
i. 1 to 4	\$ <u>750.00</u>
ii. 5 to 8	\$ <u>650.00</u>
iii. 9 or more loops	\$ <u>600.00</u>
b. 6x15 type C	
i. 1 to 4	\$ <u>950.00</u>
ii. 5 to 8	\$ <u>850.00</u>
iii. 9 or more loops	\$ <u>800.00</u>
c. 2x6 Type C bicycle loop	
i. 1 to 4 loops	\$ <u>700.00</u>
ii. 5 to 8	\$ <u>650.00</u>
iii. 9 or more loops	\$ <u>600.00</u>

Installation and programing of Video Detection System including required field wiring.* - See notes
on detailed breakout

a. <u>Four-Camera System</u>	\$ <u>52,810.00*</u>
b. <u>Two-Camera System</u>	\$ <u>37,310.00*</u>
c. <u>One-Camera System</u>	\$ <u>28,260.00*</u>

Installation and programming of Pan-Tilt-Zoom (PTZ) Camera including required field wiring.\$ 9,425.00*Materials markup 10.00 %

Location of Shop and Storage Facility within Reasonable distance to allow for a one-hour on-site response time:

1252 State Street, Alviso, CA 95002-0924

Subtask - Fee Breakdown

Permanent Traffic Signal Pole KD Replacement	Unit Price
a. 1B ple with one Led vehicular indication (TV1T/SV1T), one LED pedestiran CD indication, and one Polara Accessible PPB with New foundation	\$ 9,675.00
Labor	\$ 5,045.00
Material	\$ 3,510.00
Equipment	\$ 1,120.00
Total	\$ 9,675.00
Construction Notes for this item: Labor includes USA, removal and installation of new foundation. Work to be performed during normal working hours.	
b. 1B ple with one Led vehicular indication (TV1T/SV1T), one LED pedestiran CD indication, and one Polara Accessible PPB with NO New foundation	\$ 5,050.00
Labor	\$ 1,580.00
Material	\$ 3,120.00
Equipment	\$ 350.00
Total	\$ 5,050.00
Construction Notes for this item: Work to be performed during normal working hours.	
c. 36" PPB Post with one Polara Accessible PPB with new foundation	\$ 3,310.00
Labor	\$ 1,580.00
Material	\$ 1,380.00
Equipment	\$ 350.00
Total	\$ 3,310.00
Construction Notes for this item: Labor includes USA, removal and installation of new foundation. Work to be performed during normal working hours.	
d. 36" PPB Post with one Polara Accessible PPB with NO new foundation	\$ 1,585.00
Labor	\$ 315.00
Material	\$ 1,200.00
Equipment	\$ 70.00
Total	\$ 1,585.00
Construction Notes for this item: Work to be performed during normal working hours.	

Subtask - Fee Breakdown (cont)

Installation and programming of Video Detection including field wiring	
a. Four camera System	\$ 52,810.00
Labor	\$ 7,850.00
Material	\$ 43,560.00
Equipment	\$ 1,400.00
Total	\$ 52,810.00
Construction Notes for this item: Work to be performed during normal working hours. Pricing includes manufacturers warranty, commissioning, and installation of new cabling while signal is operational.	
b. Two Camera System	\$ 37,310.00
Labor	\$ 5,830.00
Material	\$ 30,360.00
Equipment	\$ 1,120.00
Total	\$ 37,310.00
Construction Notes for this item: Work to be performed during normal working hours. Pricing includes manufacturers warranty, commissioning, and installation of new cabling while signal is operational. Traffic control and flaggers are included.	
c. One-camera system	\$ 28,260.00
Labor	\$ 3,940.00
Material	\$ 23,760.00
Equipment	\$ 560.00
Total	\$ 28,260.00
Construction Notes for this item: Work to be performed during normal working hours. Pricing includes manufacturers warranty, commissioning, and installation of new cabling while signal is operational. Traffic control and flaggers are included.	

Installation and programming of PTZ camera including required field wiring	\$ 9,425.00
Labor	\$ 2,925.00
Material	\$ 5,940.00
Equipment	\$ 560.00
Total	\$ 9,425.00
Construction Notes for this item: Work to be performed during normal working hours. Pricing includes manufacturers warranty, commissioning, and installation of new cabling while signal is operational. Traffic control and flaggers are included.	

EXHIBIT C INSURANCE REQUIREMENTS

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

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

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

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

- ☐ **Professional Liability / Errors and Omissions Liability** coverage with limits not less than \$2,000,000 per occurrence or claim.
- ☐ **Pollution Liability** coverage with limits not less than \$2,000,000 per occurrence.
- ☐ **MCS-90 Endorsement** to Business Automobile insurance for transportation of hazardous materials and pollutants.
- ☐ **Builder's Risk / Course of Construction** coverage written on an "all risk" basis with limits equal to the completed value of the project and no coinsurance penalty provisions.
- ☐ **Installation Floater** coverage written on an "all risk" basis with limits equal to the completed value of the project and no coinsurance penalty provisions.

Deductibles, Self-Insured Retentions and Other Coverages:

Any deductibles or self-insured retentions must be declared and reviewed by the City's Risk Manager. The Contractor shall guarantee payment of any losses and related investigations, claim administration and defense expenses within the deductible or self-insured retention. Policies containing any self-insured retention provision shall provide, or be endorsed to provide, that the SIR may be satisfied by either the Named insured or the City.

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

Other Insurance Provisions:

1. During the term of the contract, the City of Sunnyvale, its officers, officials, employees, agents, and volunteers are to be covered as an additional insured in the Contractor's commercial general liability policy (and if industry specific coverage box is checked above, pollution liability, builder's risk, and installation floater policies) with respect to liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents, or volunteers.

Additional Insured Endorsement for ongoing operations at least as broad as ISO CG 20 10 Scheduled, or automatic CG 20 38 and completed operations shall be at least as broad as ISO CG 20 37 scheduled or automatic ISO CG 20 40.

2. During the term of the contract, the Contractor's Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Sunnyvale.
3. For all Architects, Engineers and Design Professionals - If Industry Specific Coverage box is checked above and if the Consultant's Professional Liability/Errors and Omissions coverage is written on a claims made basis:
 - a. The Retroactive Date must be shown and must be before the date of the service agreement or the beginning of service agreement work.
 - b. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the contract of work*.
 - c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of *three (3) years after completion of contract work*
4. If Industry Specific Coverage box is checked above, during the term of the contract, the Contractor's Builder's Risk / Course of Construction or Installation Floater policy shall provide coverage for any building, structures, machinery or equipment that is damaged, impaired, broken or destroyed during the performance of the Work, including during transit, installation and testing. The policy shall name the City as a Loss Payee with respect to any repairs or replacement of any damaged property or other amounts payable under the policy.
5. For any claims related to this project, the Contractor's insurance shall be primary. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents and volunteers shall be excess of the Contractor's insurance and shall not contribute with it and shall be at least as broad as ISO CG 20 01 04 13.
6. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees, agents or volunteers.
7. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
8. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits

except after thirty (30) days' prior written notice by email, to riskmanagement@sunnyvale.ca.gov, has been given to the City.

9. Any umbrella or excess insurance liability policies shall be true "following form" of the underlying policy coverage, terms, conditions, and provisions and shall meet all of the insurance requirements stated in this document, including the additional insured, SIR, and primary and non-contributory insurance requirements for the benefit of City (if agreed to in a written service agreement) until all coverage carried by or available to the Contractor's primary and excess liability policies are exhausted and before the City's own Insurance or self-insurance shall be called upon to contribute to a loss.
10. The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated above shall not serve to reduce the Contractor's policy limits of coverage. Therefore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured and also available to the Additional Insured, whichever is greater.

Acceptability of Insurers:

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

Verification of Coverage:

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

The Contractor shall provide certificate(s) evidencing renewals of all insurance required herein prior to the expiration date of any such insurance. Contractor shall submit insurance certificates reflecting the policy renewals through the City's electronic insurance verification system. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Subcontractors

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