

## MAINTENANCE AND REPAIR CONTRACT

THIS CONTRACT dated \_\_\_\_\_ is by and between the CITY OF SUNNYVALE, a California chartered municipal corporation ("Owner"), and ST. FRANCIS ELECTRIC, LLC, ("Contractor") a Limited Liability Corporation.

The parties to this Contract have mutually covenanted and agreed, as follows:

**1. The Contract Documents.** The complete Contract consists of the following documents: Notice Inviting Bids; Instructions to Bidders; Performance Bond (Exhibit D) and Payment Bond (Exhibit E); Guaranty; City of Sunnyvale Standard Specifications for Public Works Construction, 2006 Edition; City of Sunnyvale Standard Details for Public Works Construction, 2006 Edition; Plans and Specifications, "Provide and Install Vehicle and Pedestrian-LED Traffic Signal Light Modules, Invitation for Bids No. F24-012", including one (1) Addendum; OSHA regulations, rules, and standards, and any other standards and codes as outlined in the Specifications. These documents are all incorporated by reference. The documents comprising the complete contract are collectively referred to as the Contract Documents.

Any and all obligations of the Owner and the Contractor are fully set forth and described therein.

All of the above documents are intended to work together 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. The Work.** Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, transportation, and material necessary to perform and complete the project in a good and workmanlike manner. The work consists of removing the existing and installing contractor-supplied new 8" and 12" Red, Yellow, and Green traffic signal light balls, Red, Yellow, and Green arrow LED traffic signal light modules, LED PV lamp modules and countdown pedestrian indication, on existing traffic signals, and in the manner designated in, and in strict conformity with, the Technical Specifications prepared and adopted by the Owner. The Specifications are entitled respectively, Provide and Install Vehicle and Pedestrian-LED Traffic Signal Light Modules.

It is understood and agreed that the work will be performed and completed as required in the Plans and Specifications under the sole direction and control of the Contractor, and subject to inspection and approval of the Owner, or its representatives. The Owner hereby designates as its representative for the purpose of this contract the Senior Civil Engineer for Construction or an employee of the Owner who will be designated in writing by the Director of Public Works.

**3. Contract Price.** The Owner agrees to pay and the Contractor agrees to accept, in full payment for the work above agreed to be done, the sum of Three Hundred Thousand Eight Hundred Twenty Seven and 26/100 Dollars (\$300,827.26) subject to final determination of the work performed and materials furnished at unit prices per "Exhibit B" attached hereto and incorporated by this reference, and subject to additions and deductions in accordance, as provided in the Documents and in accordance with Contract Documents. The sum includes base bid only.

CONTRACTOR shall submit invoices to CITY no more frequently than monthly for services provided to date. All invoices, including detailed backup, shall be sent to City of Sunnyvale, attention Accounts Payable, P.O. Box 3707, Sunnyvale, CA 94088-3707. Payment shall be made within thirty (30) days upon receipt of an accurate, itemized invoice by CITY's Accounts Payable Unit.

**4. Permits; Compliance with Law.** Contractor shall, at its expense, obtain all necessary permits and licenses, easements, etc., for the construction of the project, give all necessary notices, pay all fees required by law, and comply with all laws, ordinances, rules and regulations relating to the work and to the

preservation of the public health and safety.

**5. Inspection by Owner.** Contractor shall at all times maintain proper facilities and provide safe access for inspection by the Owner to all parts of the work, and to the shops wherein the work is in preparation. Where the Specifications require work to be specially tested or approved, it shall not be tested or covered up without timely notice to the Owner of its readiness for inspection and without the approval thereof or consent thereto by the latter. Should any such work be covered up without such notice, approval, or consent, it must, if required by Owner, be uncovered for examination at the Contractor's expense.

**6. Extra or Additional Work and Changes.** Should Owner at any time during the progress of the work request any alterations, deviations, additions or omissions from the Specifications or Plans or other Contract Documents it shall be at liberty to do so, and the same shall in no way affect or make void the contract, but will be added to or deducted from the amount of the contract price, as the case may be, by a fair and reasonable valuation, agreed to in writing between the parties hereto. No extra work shall be performed or change be made unless in pursuance of a written order from the Director of Public Works or authorized representative, stating that the extra work or change is authorized and no claim for an addition to the contract sum shall be valid unless so ordered.

**7. Time for Completion.** All work under this contract shall be completed before the expiration one hundred and fifty (150) working days from the date specified in the Notice to Proceed.

If Contractor shall be delayed in the work by the acts or neglect of Owner, or its employees or those under it by contract or otherwise, or by changes ordered in the work, or by strikes, lockouts by others, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the Contractor's control, or by delay authorized by the Owner, or by any cause which the Owner shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the Owner may decide.

This provision does not exclude the recovery of damages for delay by either party under other provisions.

**8. Inspection and Testing of Materials.** Contractor shall notify Owner a sufficient time in advance of the manufacture or production of materials, to be supplied under this contract, in order that the Owner may arrange for mill or factory inspection and testing of same, if Owner requests such notice from Contractor.

**9. Termination.** If Contractor should file a bankruptcy petition and/or be judged bankrupt, or if Contractor should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of insolvency, or if Contractor or any subcontractors should violate any of the provisions of the Contract, Owner may serve written notice upon Contractor and its surety of Owner's intention to terminate the Contract. Such notice shall contain the reasons for the intention to terminate the Contract, and the Contract shall cease and terminate on the tenth calendar day after serving the notice, unless within ten days after serving such notice, such violation(s) cease and satisfactory arrangements for correction thereof are made.

In the event of any such termination of the Contract, Owner shall immediately serve written notice thereof upon the surety and the Contractor, and the surety shall have the right to take over and perform the Contract. If the surety, within fifteen (15) days after the serving upon it of notice of termination, does not give Owner written notice of its intention to take over and perform the Contract, or does not commence performance thereof within thirty (30) days from the date of the serving of such notice, then Owner may take over the work and prosecute the same to completion by contract or by any other method it may deem advisable, for the account and at the expense of Contractor, and Contractor and its surety shall be liable to Owner for any excess cost occasioned Owner thereby, and in such event Owner may without liability for doing so take possession of and utilize in completing the work, such materials, appliances, plant and other

property belonging to Contractor as may be on the site of the work and necessary therefor.

**10. Owner's Right to Withhold Certain Amounts and Make Application Thereof.** In addition to the amount which Owner may retain under Paragraph 21 until the final completion and acceptance of all work covered by the Contract, Owner may withhold from payment to Contractor such amount or amounts as in its judgment may be necessary to pay just claims against Contractor or any subcontractors for labor and services rendered and materials furnished in and about the work. Owner may apply such withheld amount or amounts to the payment of such claims in its discretion. In so doing Owner shall be deemed the agent of Contractor and any payment so made by Owner shall be considered as a payment made under the Contract by Owner to the Contractor and Owner shall not be liable to Contractor for any such payment made in good faith. Such payment may be made without prior judicial determination of the claim or claims.

**11. Notice and Service Thereof.** All notices required pursuant to this Contract shall be communicated in writing, and shall be delivered in person, by commercial courier or by first class or priority mail delivered by the United States Postal Service. Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by email, to accomplish timely communication. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of three business days after mailing. All notices sent pursuant to this Contract shall be addressed as follows:

Owner: City of Sunnyvale  
Department of Public Works  
Transportation and Traffic Division  
P. O. Box 3707  
Sunnyvale, CA 94088-3707  
ATTN: Dennis Ng

Contractor: St. Francis Electric, LLC  
975 Carden St.  
San Leandro, CA 94577

**12. Assignment of Contract.** Neither the Contract, nor any part thereof, nor moneys due or to become due thereunder may be assigned by Contractor without the prior written approval of Owner.

**13. Compliance with Specifications of Materials.** Whenever in the Specifications, any material or process is indicated or specified by patent or proprietary name, or by name of manufacturer, such Specifications must be met by Contractor, unless Owner agrees in writing to some other material, process or article offered by Contractor which is equal in all respects to the one specified.

**14. Contract Security.** Contractor shall furnish a surety bond in an amount at least equal to 100 percent of the contract price as security for the faithful performance of this Contract. Contractor shall also furnish a separate surety bond in an amount at least equal to 100 percent of the contract price as security for the payment of all persons for furnishing materials, provisions, provender, or other supplies, or teams, used in, upon, for or about the performance of the work contracted to be done, or for performing any work or labor thereon of any kind, and for the payment of amounts due under the Unemployment Insurance Code with respect to such work or labor in connection with this Contract, and for the payment of a reasonable attorney's fee to be fixed by the court in case suit is brought upon the bond. Bonds shall be issued by an admitted surety insurer authorized to operate in the state of California.

**15. Insurance.** The Owner requires that contractors maintain insurance requirements on the Pacific Insurance Network System (PINS). Contractor shall procure and maintain, at its own expense during

the life of this Contract, policies of insurance as specified in Exhibit "C" attached and incorporated by reference, and shall provide all certificates and/or endorsements as specified in Exhibit "C" through PINS for approval by the Owner Risk Manager prior to Contractor (or subcontractor) commencing any work under this Contract.

**16. Indemnification and Hold Harmless.** To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless CITY, its officers, officials, agents, employees and volunteers and any successors to CITY's interest from and against any and all claims, demands, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, remedial actions of any kind, and all costs and cleanup actions of any kind, all costs and expenses incurred in connection therewith, including, without limitation, reasonable attorney's fees and costs of defense (collectively, the "Losses") arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them are liable except where caused by the active negligence, sole negligence, or willful misconduct 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.

**17. Hours of Work.** Eight (8) hours of labor during any one (1) calendar day and forty (40) hours of labor during any one (1) calendar week shall constitute the maximum hours of service upon all work done hereunder, and it is expressly stipulated that no laborer, worker, or mechanic employed at any time by the Contractor or by any subcontractor or subcontractors under this Contract, upon the work or upon any part of the work contemplated by this Contract, shall be required or permitted to work thereon more than eight hours during any one calendar day and forty hours during any one calendar week, except, as provided by Section 1815 of the Labor Code of the State of California, work performed by employees of contractors in excess of eight hours per day and forty hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay. It is further expressly stipulated that for each and every violation of Sections 1811-1815, inclusive, of the Labor Code of the State of California, all the provisions whereof are deemed to be incorporated herein, Contractor shall forfeit, as a penalty to Owner, twenty-five dollars (\$25.00) for each laborer, worker, or mechanic employed in the execution of this Contract by Contractor, or by any subcontractor under this Contract, for each calendar day during which the laborer, worker, or mechanic is required or permitted to work more than eight hours in any one calendar day and forty hours in any one calendar week in violation of the provisions of the Sections of the Labor Code.

Contractor, and each subcontractor, shall, in accordance with California Labor Code Section 1776 or as the same may be later amended, keep accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with work under this agreement. Each payroll record shall contain or be verified by a written declaration under penalty of perjury, in accordance with Labor Code Section 1776(a). Such payroll records shall be made available at all reasonable times at the Contractor's principal office to the persons authorized to inspect such records pursuant to Labor Code Section 1776. A certified copy of all payroll records shall be made available for inspection or furnished upon request to a representative of the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations, as well as to the Owner's representative. In the event the Contractor or a Subcontractor fails to comply in a timely manner within ten days to a written notice requesting the records, such contractor or subcontractor shall forfeit one hundred dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated, in accordance with Labor Code Section 1776(h).

**18. Wage Rates.** Pursuant to the Labor Code of the State of California, or any applicable local law, Owner has ascertained the general prevailing rate per diem wages and rates for holidays, and overtime work in the city, for each craft, classification or type of laborer, worker, or mechanic needed to execute this Contract. Owner has adopted, by reference, the general prevailing rate of wages applicable to the work to be done under the Contract, as adopted and published by the Division of Labor Standards Enforcement and Labor Statistics and Research of the State of California, Department of Industrial Relations, to which reference is hereby made for a full and detailed description. A copy of the prevailing wage rates may be reviewed in the office of the Director of Public Works, City of Sunnyvale, 456 West Olive Avenue, Sunnyvale, California. Wage rates can also be obtained through the California Department of Industrial Relations website at:  
<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>

Neither the notice inviting bids nor this Contract shall constitute a representation of fact as to the prevailing wage rates upon which the Contractor or any subcontractor may base any claim against Owner.

It shall be mandatory upon Contractor and upon any subcontractor to pay not less than the specified rates to all laborers, workers, and mechanics employed in the execution of the Contract. It is further expressly stipulated that Contractor shall, as a penalty to Owner, forfeit two hundred dollars (\$200.00) for each calendar day, or portion thereof, for each laborer, worker, or mechanic paid less than the stipulated prevailing rates for any work done under this Contract by Contractor or by any subcontractor; and Contractor agrees to comply with all provisions of Section 1775 of the Labor Code.

In case it becomes necessary for Contractor or any subcontractor to employ on the project under this Contract any person in a trade or occupation (except executives, supervisory, administrative, clerical, or other non-manual workers as such) for which no minimum wage rate is herein specified, Contractor shall immediately notify Owner who will promptly thereafter determine the prevailing rate for such additional trade or occupation and shall furnish Contractor with the minimum rate based thereon. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

**19. Accident Prevention.** Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and other hazards shall be guarded or eliminated in accordance with the safety provisions of the Construction Safety Orders issued by the Industrial Accident Commission of the State of California.

**20. Contractor's Guarantee.** Owner shall not, in any way or manner, be answerable or suffer loss, damage, expense or liability for any loss or damage that may happen to the building, work, or equipment or any part thereof, or in, on, or about the same during its construction and before acceptance. Contractor unqualifiedly guarantees the first-class quality of all workmanship and of all materials, apparatus, and equipment used or installed by Contractor or by any subcontractor or supplier in the project which is the subject of this Contract, unless a lesser quality is expressly authorized in the Plans and Specifications, in which event Contractor unqualifiedly guarantees such lesser quality; and that the work as performed by Contractor will conform with the Plans and Specifications or any written authorized deviations therefrom. In case of any defect in work, materials, apparatus or equipment, whether latent or patent, revealed to Owner within one year of the date of acceptance of completion of this Contract by Owner, Contractor will forthwith remedy such defect or defects without cost to Owner.

**21. Liquidated Damages.** Time shall be the essence of this Contract. If Contractor fails to complete, within the time fixed for such completion, the entire work mentioned and described herein and contracted to be done and performed, Contractor shall become liable to Owner for liquidated damages in the sum of one thousand dollars (\$1,000.00) for each and every calendar day during which work shall remain uncompleted beyond such time fixed for completion or any lawful extension thereof. The amount

specified as liquidated damages is presumed to be the amount of damage sustained by Owner since it would be impracticable or extremely difficult to fix the actual damage; and the amount of liquidated damages may be deducted by Owner from moneys due Contractor hereunder, or its assigns and successors at the time of completion, and Contractor, or its assigns and successors at the time of completion, and its sureties shall be liable to Owner for any excess.

**22. Governing Law, Jurisdiction and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to conflict of law or choice 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.

**23. Severability Clause.** In case any one or more of the provisions contained herein shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions which shall remain in full force and effect.

**24. 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 Contract 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.

**25. Execution and Counterparts.** This Agreement may be executed in multiple counterparts and/or with the signatures of the Parties set forth on different signature sheets and all such counterparts, when taken together, shall be deemed one original.

IN WITNESS WHEREOF, the parties have executed this Contract.

CITY OF SUNNYVALE,  
a California chartered municipal corporation  
("Owner")

ST. FRANCIS ELECTRIC, LLC  
("Contractor")  
License No. 1003811

By \_\_\_\_\_ / /  
City Manager Date

By \_\_\_\_\_  
\_\_\_\_\_/ /  
Title Date

ATTEST:

City Clerk

By \_\_\_\_\_  
\_\_\_\_\_/ /  
Title Date

By \_\_\_\_\_ / /  
City Clerk Date

APPROVED AS TO FORM:

\_\_\_\_\_/ /  
City Attorney Date

## Exhibit A

### SCOPE OF WORK

The project consists of furnishing all labor, equipment, tools and services necessary to remove the existing and install contractor-supplied new 8" and 12" Red, Yellow, and Green traffic signal light balls, Red, Yellow, and Green arrow LED traffic signal light modules, 12" Red, Yellow and Green PV circular and left turn LED traffic signal modules, and countdown pedestrian indication, on existing traffic signals per list of locations, attached hereto as Attachment "1", and remove and replace existing pedestrian signal housing to install newly supplied pedestrian LED traffic signal light modules per list of locations on Attachment "1".

Project must be completed within **one hundred and fifty (150) working days from the date specified in the Notice to Proceed.**

Contractor shall submit traffic control plans to be approved by the City's Transportation Engineer prior to the start of the work. Plans shall be in compliance to Part 6 of the CA-MUTCD latest edition and City's Guidelines.

Contractor shall properly dispose of all removed vehicular and pedestrian LED signals include in the project and provide certificate of disposal to the City.

Splices between the new LED traffic signal lights and terminal compartment on the signal head will not be allowed. Contractor shall install all new LED lights using connectors supplied with the new LED module lights only. In the event the Contractor finds existing conditions that will not allow this to be done; a Request for Information (RFI) shall be submitted to the City for directions on how to proceed. Contractor shall be responsible for any repairs that may be required to the traffic signal, if proper approval was not obtained for any work outside this scope of work.

Contractor shall always avoid placing the traffic signals on four-way red flash without prior approval from the City's Transportation Engineer. If for any reason the traffic signal goes into four-way red flash while conducting the work, the contractor shall contact the City's Transportation Engineer immediately for further instructions. Contractor shall be responsible for all repairs to the traffic signals as a result of improper, poor or bad installation of the LED light modules at no additional expense to the City. This includes but it is not limited to shorting of field wires, damaged circuit breakers, damaged controller cabinet equipment, four-way flash traffic signal, and non-approved splices, etc.

LED light indications should be properly installed, aimed, and securely fastened per manufacturer's recommendations and latest Caltrans Standard Specification.

Contractor shall not access at any time the traffic signal controller cabinets.

Contractor shall provide a Work Schedule for approval to the City's Transportation Engineer prior to start of the work. Any changes to the schedule without proper approval from the City will result in the work being stopped by the City's Transportation Engineer until changes have been approved by the City.

## **Technical Specifications**

### **GENERAL DESCRIPTION**

This specification covers LED pedestrian signal modules for 16" housings. It also covers all red, green, and yellow LED modules to be used in place of the incandescent lamp, reflector, socket, gasket, and lens assembly of the vehicle signal sections and for all Programmable Visibility (PV) heads. This technical specification is applicable to new construction projects and to retrofit of existing signalized intersections.

Referenced vehicle type LED modules shall fit in all standard, incandescent vehicle traffic signal housings. Each module shall be complete and shall incorporate a red tinted lens for all red modules, a yellow tinted lens for all yellow modules, a green tinted lens for all green modules. *Screw-in* type products are not allowed for vehicle signals. Red, yellow and green *ball* type signals shall utilize the *LumiLeds* (1) light engine/ robust hi-flux LED technology as their source of illumination. Lenses for *ball* type modules shall be made of ultraviolet stabilized polycarbonate and incorporate facets that serve to enhance the optical efficiency of the LED traffic signal module. Individual *lens-lets* are specifically not allowed. All *ball* type signals shall incorporate an inner lens that is sealed to the lamp housing and serves to collimate the light emitted by the *LumiLeds* (1) light engine. An outer lens shall also be incorporated, that serves to focus the *collimated* light, so as to meet Caltrans and ITE intensity and distribution standards. Additionally, all LED ball indications shall almost perfectly, approximate to the motorist, the appearance of an incandescent traffic signal. This means that the face of the ball LED indication shall appear to the motorist as nearly totally uniform in illumination and have a wide viewing angle that makes it suitable for installation on wide boulevards or single-tethered span wire. This also means that it shall not be apparent that LEDs are used as the light source for the indication. The external lens surface for all vehicle signals shall be smooth, with no raised features, to minimize the collection of dirt, diesel smoke, and other particulate contaminants, and to facilitate periodic cleaning. Units shall incorporate a convex lens to reduce glare and sun reflection. External lens facets are not allowed. The LED signal module shall be watertight when properly installed in a traffic signal housing. The LED signal module shall utilize the same mounting hardware used to secure the incandescent lens and gasket assembly and only require a screwdriver or standard installation tool to complete the mounting. The LED signal module assembly shall weigh less than 5 pounds.

12" LED arrow traffic signal modules shall be fully compliant to the "Onmi-Directional" specifications of the ITE VTCSH-LED Vehicle Arrow Traffic Signal Supplement adopted July 1, 2007. In addition, all 12" LED arrow traffic signal modules shall have tinted lens and shall have a display that consists of 3 rows of LEDs for each section of arrow.

The housing of the LED signal module shall be marked 'TOP' to designate the proper orientation of the LED signal module in the traffic signal housing. Manufacturer's part number, date code, and electrical characteristics of the LED signal module shall be visible on the rear of the assembly. The product shall be completely traceable by the serial number.

LED Ball and Arrow Units shall conform to MIL-STD-810F for blowing rain and be provided with quick connect terminals and spade adapters.

LED pedestrian signals shall be furnished with a combination Portland Orange "Up-Raised Hand", and Lunar White "Walking Man" LED's. All pedestrian indication symbols shall be completely filled in, outlined indications shall not be allowed. LED Pedestrian indications shall also have a Portland Orange "Countdown Indication" showing the remaining Walk/Don't Walk time. Unit shall have uniform appearance symbols that meet or exceed ITE PTCSI Part 2 requirements.



The Countdown Pedestrian Signal shall be user configurable through dipswitches allowing the user to deactivate the countdown operation or activate countdown of Walk+Don't Walk time, countdown of Walk time and then Don't Walk time and countdown of Don't Walk time only.

Countdown display shall feature 2-row 9" high countdown digits that are CA-MUTCD compliant for crosswalks over 100 feet. Countdown shall be fully preemption compatible and revert to its previous timing immediately following a preemption call. Display shall have memory feature to allow countdown timing to be stored internally, even when power is off for extended time. Unit shall automatically adjust to traffic signal controller pedestrian interval changes. Unit shall be sealed for moisture resistance, lens shall be textured to reduce glare, and quick connect terminals and spade adapters shall be provided. Units shall be ENERGY STAR qualified.

Pedestrian LED signal shall be Dialight 430-6479-001X or approved equal.

LED Circular/ball traffic signal LED modules shall be the XL15 model and LED Arrow traffic signal modules shall be the XOD15 model.

All supplied LED signals shall have a manufactured date of no more than 6 months prior to installation date. Contractor shall supply to the City Transportation Engineer a copy of the packing slip showing serial numbers of material purchased for the City to confirm date of all LED modules provided for the project.

All LED traffic signal modules shall be manufactured by Dialight.

## **ELECTRICAL**

All LED signal and pedestrian modules shall operate over the temperature range of -49°C (-56°F) to +74°C (+165°F). Power factor shall be 90% or greater, at nominal rated voltage, at 25°C, after 60 minutes of operation. Total harmonic distortion (THD) shall be less than 20% at rated voltage, at 25°C.

Maximum turn on/turn off time shall be 75msec.

All LED traffic signal modules shall be in compliance with the Federal Communications Commission (FCC) Title 47, Subpart B, Section 15; regulations concerning the emission of electrical noise.

The LED signal modules shall be connected directly to line voltage, **120 Volts AC nominal**, and shall be able to operate over the voltage range of 80 VAC to 135 VAC.

The 8" and 12" red LED ball units shall consume no more than 7 watts, at 120 VAC, at 25°C. The minimum luminous intensity shall be 165cd and 365cd for the 8" and 12" red LED ball units when measured at the initial peak intensity point. The dominant wavelength shall be 625nm.

The 8" and 12" yellow LED ball units shall consume no more than 7 and 13 watts respectively, at 120VAC at 25°C. The minimum luminous intensity shall be 410cd and 910cd for the 8" and 12" yellow LED ball units when measured at the initial peak intensity point. The dominant wavelength shall be 590nm.

The 8" and 12" green LED ball units shall consume no more than 7 watts respectively, at 120VAC at 25°C. The minimum luminous intensity shall be 215cd and 475cd for the 8" and 12" green LED ball units when measured at the initial peak intensity point. The dominant wavelength shall be 500nm.

The 3-row LED Arrow units shall consume no more than 7 watts for Red, 14 watts for Yellow, and 8 watts for Green at 120VAC at 25°C. The dominant wavelength shall be 625nm for the Red, 590nm for the Yellow and 500nm for the Green. The peak minimum maintained luminous intensity shall be 58.4 cd for Red, 145.6 cd for the yellow and 76 cd for the green.

The PV lamp modules shall consume no more than 10 watts for Red, 15 watts for Yellow, and 8 watts for Green at 120VAC at 25°C. The dominant wavelength shall be 622nm for the Red, 590nm for the Yellow and 505 nm for the Green. The peak minimum maintained luminous intensity shall be 500 cd for all.

All LED traffic signal modules supplied and installed for this project shall be approved by Caltrans and meet the latest ITE VTCSH LED Circular Supplement specifications dated and adopted June 27, 2005. Compliance to the ITE VTCSH-2 Interim Purchase Specification is not sufficient, and will not substitute for compliance to the ITE VTCSH LED Circular Supplement specifications. Additionally, prior to bid award, the contractor shall obtain from the manufacturer to provide to the City Transportation Engineer reports from ETL/Intertek, that certify full compliance of all LED ball signal modules to the entire ITE specification. These tests should include but not be limited to the luminous intensity measurements and requirements outlined in the ITE specification sections 6.4.4 through 6.4.4.4.2 (25°C and 74°C / 49°C). Evidence of full compliance to all required testing methods, procedures and sections as outlined in the above ITE document Figure 2, Design Qualification Testing Flow Chart must be included without any exceptions, changes or omissions. Contractor must also obtain from the manufacturer and submit to the City Transportation Engineer a datasheet showing the catalog number of the items submitted on the bid and the Independent Lab report must show full qualification of this catalog number.

The LED Pedestrian signal shall consume no more than 7 watts for countdown display, 8 watts for hand display, and 8 watts for person display at 120VAC at 25°C. The minimum luminance shall be 1400cd/m<sup>2</sup> for countdown and hand display and 2200cd/m<sup>2</sup> for person display. Unit shall conform or exceed ITE moisture resistance testing per MIL-STD-810F, method 506.4, I for rain and for blowing rain, MIL-STD-883, Test Method 2007 for mechanical vibration, MIL-STD-883, Test Method 1010 for temperature cycling requirements. The Luminance uniformity and color uniformity shall meet or exceed latest ITE PTCSI Part 2 LED Pedestrian Signal Specification requirements. Transient suppression shall meet or exceed latest ITE PTCSI Part 2- LED Pedestrian Signal Specification and meet the following standards: NEMA TS-2 Sec 2.1.6 and 2.1.8, IEC 1000-4-5, 3KV, 2ohm source impedance, and ANSSI/IEEE C62, 41-2002; IEC 61000-4-12, 6KV, 200A, 100KHz ring wave.

All modules shall be Intertek/ETL Certified and shall be listed on the ETL Certification Program.

*(1) LumiLeds is a trademark of LumiLeds Corporation.*

## WARRANTY

Contractor shall obtain from the LED traffic signal modules manufacturer a written warranty which provides for repair or replacement of modules that fail to function as intended due to workmanship or material defects within the first 15 years from date of delivery. Modules which exhibit luminous intensities less than the minimum as specified in the ITE specifications as indicated above, within the first 15 years from date of delivery shall be replaced or repaired at no additional cost to the City. Documentation shall be provided to the City Transportation Engineer.

## Attachment 1 LIST OF LOCATIONS

Location Number	Intersection Number	Main Street	Secondary Street	8" LED R	8" LED Y	8" LED G	12" LED R	12" LED Y	12" LED G	12" LED Arrow R	12" LED Arrow Y	12" LED Arrow G	PV-LT	PV	LED Ped Heads	Area	Installation Date
1	7019	TASMAN DRIVE	ADOBE WELLS-BIRCHWOOD DRIVE	11	11	11	4	4	4	5	5	5	0	0	6	9	
2	7103	TASMAN DRIVE	VIENNA DRIVE	5	5	5	7	7	7	4	4	4	0	0	12	9	
3	7039	ARQUES AVENUE	SANTA TRINITA AVENUE	8	8	8	4	4	4	4	4	4	0	0	8	9	
4	7088	ARQUES AVENUE	OAKMEAD PARKWAY	0	0	0	16	16	16	8	8	8	0	0	8	9	
5	7105	OAKMEAD PARKWAY	LAKESIDE DRIVE	6	6	6	8	8	8	9	9	9	0	0	8	9	
6	7066	ARQUES AVENUE	LAKESIDE DRIVE	7	7	7	4	4	4	8	8	8	0	0	4	9	
7	7020	TASMAN DRIVE	REAMWOOD AVENUE	6	6	6	2	2	2	2	2	2	0	0	10	9	
Total Area 9				43	43	43	45	45	45	40	40	40	0	0	56		
8	7062	FAIR OAKS AVENUE	WOLFE ROAD	0	0	0	11	11	11	2	2	2	0	0	4	10	
9	7075	MATHILDA AVENUE	AHWANEE AVENUE - ALMANOR AVENUE	0	0	0	6	6	6	4	4	4	0	0	1	10	
10	7016	FAIR OAKS AVENUE	CALIENTE DRIVE	2	2	2	6	6	6	4	4	4	0	0	8	10	
11	7102	FAIR OAKS AVENUE	AHWANEE AVENUE	7	7	7	7	7	7	4	4	4	0	0	4	10	
12	7038	ARQUES AVENUE	COMMERCIAL STREET	10	10	10	2	2	2	4	4	4	0	0	8	10	
13	7014	FAIR OAKS AVENUE	MAUDE AVENUE	4	4	4	8	8	8	8	8	8	0	0	8	10	
14	7015	FAIR OAKS AVENUE	DUANE AVENUE	4	4	4	8	8	8	8	8	8	0	0	8	10	
15	7119	MATHILDA AVENUE	SAN ALESO AVENUE	5	5	5	7	7	7	4	4	4	0	0	8	10	
16	7040	SUNNYVALE AVENUE	BORREGAS AVENUE - MAUDE AVENUE	1	1	1	6	6	6	1	1	1	0	0	3	10	
17	7054	DUANE AVENUE	DE GUIGNE DRIVE	0	0	0	9	9	9	2	2	2	0	0	6	10	
Total Area 10				33	33	33	70	70	70	41	41	41	0	0	58		
18	7121	MOFFETT PARK DRIVE	INNOVATION WAY	0	0	0	3	3	3	1	1	1	2	2	0	11	
19	7002	MATHILDA AVENUE	5TH STREET	3	3	3	8	8	8	9	9	8	2	3	8	11	
20	7100	MATHILDA AVENUE	BORDEAUX DRIVE - FIRST AVENUE	0	0	0	12	12	12	8	8	8	0	0	6	11	
21	7120	MOFFETT PARK DRIVE	ROUTE 101 NB ONRAMP	1	1	1	2	2	2	1	1	1	0	0	0	11	
22	7118	MANILA DRIVE	H STREET-ENTERPRISE WAY	0	0	0	4	4	4	3	3	4	0	0	1	11	
23	7043	MATHILDA AVENUE	JAVA DRIVE	5	5	5	8	8	8	9	9	9	0	0	8	11	
24	7042	MATHILDA AVENUE	INNOVATION WAY	2	2	2	6	6	6	4	4	3			4	11	
Total Area 11				11	11	11	43	43	43	35	35	34	4	5	27		
25	7045	JAVA DRIVE	CROSSMAN AVENUE	2	2	2	10	10	10	8	8	8	0	0	8	12	
26	7044	JAVA DRIVE	BORREGAS AVENUE	6	6	6	6	6	6	8	8	8	0	0	12	12	
27	7116	CARIBBEAN DRIVE	TWIN CREEKS	1	1	1	13	13	13	8	8	8	0	0	8	12	
28	7109	FAIR OAKS AVENUE	FAIR OAKS WAY	6	6	6	7	7	7	4	4	5	0	0	8	12	
29	7106	CARIBBEAN DRIVE	BORREGAS AVENUE	0	0	0	0	0	0	0	0	0	0	0	0	12	
30	7101	JAVA DRIVE	BORDEAUX DRIVE	3	3	3	9	9	9	8	8	8	0	0	8	12	
31	7124	CARIBBEAN DRIVE	CROSSMAN AVENUE	0	0	0	13	13	13	5	5	6	0	0	8	12	
32	7089	FAIR OAKS AVENUE	TASMAN DRIVE	3	3	3	12	12	12	10	10	10	0	0	8	12	
33	7092	JAVA DRIVE	GENEVA DRIVE	3	3	3	9	9	9	8	8	8	0	0	8	12	
34	7055	CARIBBEAN DRIVE	MOFFETT PARK DRIVE	0	0	0	13	13	13	4	4	4	0	0	6	12	
Total Area 12				24	24	24	92	92	92	63	63	65	0	0	74		
Total Number of LEDs				111	111	111	250	250	250	179	179	180	4	5	215		

## EXHIBIT B

### COMPENSATION SCHEDULE

ITEM	DESCRIPTION	QTY	UOM	Cost
1	Labor and materials to remove existing 8" LED and install new 8" LED	1	LS	\$ 38,201.43
2	Labor and materials to remove existing 12" LED and install new 12" LED	1	LS	\$ 90,765.33
3	Labor and materials to remove existing 12" LED Arrow and install new 12" LED Arrow	1	LS	\$ 71,799.96
4	Labor and materials to remove existing. Programmable Visibility (PV) modules and install new PV LED modules.	1	LS	\$2,856.15
5	Labor and materials to remove existing. PV Left Turn (PVLt) modules and install new PVLt LED modules	1	LS	\$ 2,500.38
6	Labor and material to remove existing Pedestrian LED modules and install new Countdown Pedestrian LED modules	1	LS	\$73,397.10
	Sub Total			\$279,520.35
	Estimated sales tax (Materials)			\$ 21,306.91
			<b>Base Bid Total</b>	\$ 300,827.26

## 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.
- ☐ Valuable Papers and Electronic Data Processing with limits not less than \$10,000 each.
- ☐ 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 approved by the City of Sunnyvale, 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.

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 is indicated above, valuable papers and electronic data

processing, 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 of Sunnyvale, 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 Contractor'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 contract or the beginning of contract 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 of Sunnyvale 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 of Sunnyvale, 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 of Sunnyvale, 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 certified mail, return receipt requested, has been given to the City of Sunnyvale.
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 contract or 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, 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 A: VII, and who are admitted and authorized to do business and in good standing in California unless otherwise acceptable to the City of Sunnyvale's Risk Manager.

Verification of Coverage:

The City of Sunnyvale utilizes PINSAdvantage.com (PINS) to track and verify all insurance related documents. The City is no longer accepting Certificates of Insurance by mail and requires the use of PINS. The City will email the Contractor requesting proof of insurance for this Contract through the PINS platform ([no-reply@pinsadvantage.com](mailto:no-reply@pinsadvantage.com)), which include instructions on how to upload insurance documents electronically. Contractor shall furnish the City of Sunnyvale with an original 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. All certificates are to be received and approved by the City of Sunnyvale, 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 PINS. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Subcontractors:

Contractor shall require and verify that all subcontractors or other parties hired for this Work, purchase and maintain coverage for indemnity and insurance requirements as least as broad as specified in agreement, to the extent they apply to the scope of the subcontractor's work with the same Certificate of Insurance requirements and naming as additional insureds all parties to this Contract. Failure of Contractor to verify existence of subcontractor's insurance shall not relieve Contractor from any claim arising from subcontractors work on behalf of Contractor.

Contractor shall include the following language in their agreement with Subcontractors: "Subcontractors hired by Contractor agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under the Agreement Documents and provide a valid certificate of insurance and the required endorsements included in the Agreement as proof of compliance prior to commencement of any work and to include this same requirement for any subcontractors they hire for this work. A copy of the Owner Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request." Contractor shall provide proof of such compliance and verification to the City upon request.

**EXHIBIT D  
PERFORMANCE BOND**

**Invitation for Bids No. F24-012  
Provide and Install Vehicle and pedestrian-LED Traffic Signal Light Modules**

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the City of Sunnyvale ("City") has awarded to {St. Francis Electric LLC.} as principal ("Contractor"), a contract for the public work described as follows:

The project entitled **"Provide and Install Vehicle and pedestrian-LED Traffic Signal Light Modules", Invitation for Bids No. F24- 012** pursuant to the award made to said Principal by the Council of the City of Sunnyvale to do and perform the following work, to wit: furnish all tools, equipment, apparatus, facilities, labor, transportation, and material necessary to perform and complete in a good and workmanlike manner, the work as called for, and in the manner designated in, and in strict conformity with, the Plans and Specifications (the "work").

It is acknowledged that the contract provides for a one-year warranty period during which time this Bond remains in full force and effect. The contract and all of its terms and conditions are incorporated into this Bond by reference.

AND WHEREAS, the Contractor is required to furnish a bond in connection with the contract guaranteeing its faithful performance.

AND THEREFORE, we the undersigned Contractor as principal and Everest National Insurance Company \_\_\_\_\_ a Deleware corporation, admitted and duly authorized to transact business under the laws of the State of California as surety, are held and firmly bound unto the City as obligee in the sum of Three Hundred Thousand Eight Hundred Twenty Seven and 26/100 Dollars (\$300,827.26) (which amount is not less than 100% of the contract price) to be paid to the City or its successors and assigns; and for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION of the obligation is such:

That if the Contractor, (or the Contractor's heirs, executors, administrators, successors or assigns) shall in all respects abide by, and well and truly keep and perform all of the covenants, conditions and agreements in the contract (and any alteration made as provided in the contract) at the time and in the



manner specified and in all respects according to their true intent and meaning; and if the contractor shall indemnify and save harmless the City, its officers, employees and agents, as stipulated in the contract, then this obligation shall become and be null and void; otherwise this obligation shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the contract, the obligation of the Contractor and surety under this Bond shall remain in effect for a period of one (1) year after the completion and acceptance of the work. During that time, if the Contractor (or the Contractor's heirs, executors, administrators, successors or assigns) fails to make full, complete and satisfactory repair and replacement or totally protect the City from any loss or damage made evident during that year which results from or is caused by either defective materials or faulty workmanship in the prosecution of the work, then the obligation shall remain in full force and effect. However, anything in this paragraph to the contrary notwithstanding, the obligation of the Surety shall continue so long as any obligation of the Contractor remains.

No prepayment or delay in payments, and no change, extension, addition or alteration of any provision of the contract or in the specifications agreed to between the Contractor and the City, or any forbearance on the part of the City shall operate to relieve the surety. The surety hereby waives the provisions of Section 2819 of the California Civil Code. The surety waives all rights of subrogation against the City or any person employed by the City. If the contract price increases by the issuance of change orders, the amount specified in this bond shall increase by the same amount.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this  
21st day of February, 2024.

SURETY:

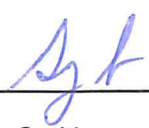
{Name}  
(Address of Principal Place of Business)  
Everest National Insurance Company  
5000 Hopyard Rd., Suite 325, Pleasanton, CA 94588

Telephone No.: 925-401-1444

Facsimile No.

CONTRACTOR:

St. Francis Electric, LLC  
975 Carden St.  
San Leandro, CA 94577

By:   
Guy Smith

By: \_\_\_\_\_

Attorney in Fact

(Name: print or type)

Title: President

By: Robert W. Babcock

(Name: print or type)

Title: Attorney-In-Fact

**(Notice: The signatures of the Surety  
and Contractor on this bond must be  
acknowledged before a notary public.)**

## ACKNOWLEDGMENT

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

State of California

County of Alameda)

On February 21, 2024 before me, Edgar Valencia Murillo, Notary Public  
(insert name and title of the officer)

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

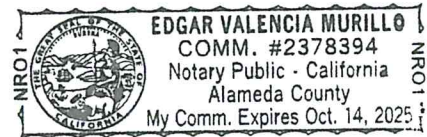
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



## ACKNOWLEDGMENT

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

State of California  
County of Alameda

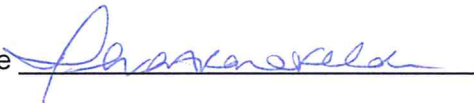
On 2/22/2024 before me, Teresa Renee Felder, Notary Public  
(insert name and title of the officer)

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

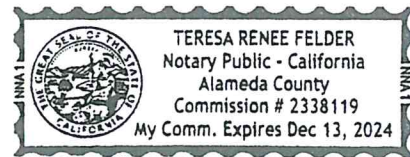
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)





**POWER OF ATTORNEY  
EVEREST NATIONAL INSURANCE COMPANY**

KNOW ALL PERSONS BY THESE PRESENTS: That Everest National Insurance Company, a corporation of the State of Delaware ("Company") having its principal office located at Warren Corporate Center, 100 Everest Way, Warren, New Jersey, 07059, do hereby nominate, constitute, and appoint:

***Robert W. Babcock, Robert Terrence Murphy, Tammy Bates***

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on April 21, 2016:

**RESOLVED**, that the President, any Executive Vice President, and any Senior Vice President are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

**RESOLVED, FURTHER**, that the President, any Executive Vice President, and any Senior Vice President are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

**RESOLVED, FURTHER**, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, Everest National Insurance Company has caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 10<sup>th</sup> day of October 2023.



Everest Reinsurance Company



By: Anthony Romano, Senior Vice President

On this 15<sup>th</sup> day of February 2023, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

LINDA ROBINS  
Notary Public, State of New York  
No 01R06239736  
Qualified in Queens County  
Term Expires April 25, 2027



Linda Robins, Notary Public

I, Sylvia Semerdjian, Secretary of Everest National Insurance Company do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporation as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATION, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, this 21st day of February, 2024.



By: Sylvia Semerdjian, Secretary

**EXHIBIT E  
PAYMENT BOND**

**Invitation for Bids No. F24-012  
Provide and Install Vehicle and pedestrian-LED Traffic Signal Light Modules**

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the City of Sunnyvale ("City") has awarded to {St. Francis Electric LLC.} as principal ("Contractor"), a contract for the work described as follows:

The project entitled "**Provide and Install Vehicle and pedestrian-LED Traffic Signal Light Modules**", Invitation for Bids No. F24- 012 " pursuant to the award made to said Principal by the City of Sunnyvale to do and perform the following work, to wit: furnish all tools, equipment, apparatus, facilities, labor, transportation, supervision and management necessary to perform and complete in a good and workmanlike manner, the work as called for, and in the manner designated in, and in strict conformity with, Invitation for Bids No. F24-012.

It is acknowledged that the contract provides for a one-year warranty period during which time this Bond remains in full force and effect. The contract and all of its terms and conditions are incorporated into this Bond by reference.

AND WHEREAS, the Contractor is required to furnish a bond in connection with the contract guaranteeing payment of persons who provide labor and material;

AND THEREFORE, we the undersigned Contractor as principal and Everest National Insurance Company, a Delaware corporation, admitted and duly authorized to transact business under the laws of the State of California, as surety, are held and firmly bound unto the City or its successors and assigns as obligee in the sum of Three Hundred Thousand Eight Hundred Twenty Seven and 26/100 Dollars (\$300,827.26); (which amount is not less than 100% of the contract price) and for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION of the obligation is such:

That if the Contractor, (or the Contractor's subcontractors, heirs, executors, administrators, successors or assigns) fails to pay any of the persons named in Section 3181 of the Civil Code of the State of California, or the amounts due under the Unemployment Insurance Code of the State of California with

respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code of the State of California, with respect to such work and labor, that the surety will pay for the same, in an amount not exceeding the sum specified in this bond, and also, in case suit is brought upon the bond, shall pay reasonable attorney's fees, to be fixed by the Court.

This bond shall inure to the benefit of any and all persons, companies, and corporations named in Section 3181 of the Civil Code of the State of California, so as to give a right of action to them or their assigns in any suit brought upon this bond.

No prepayment or delay in payments, and no change, extension, addition or alteration of any provision of the contract or in the specifications agreed to between the Contractor and the City, or any forbearance on the part of the City shall operate to relieve the surety. The surety hereby waives the provisions of Section 2819 of the California Civil Code. The surety waives all rights of subrogation against the City or any person employed by the City. If the contract price increases by the issuance of change orders, the amount specified in this bond shall increase by the same amount.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this

21st day of February, 2024

SURETY:

{Name}

(Address of Principal Place of Business)

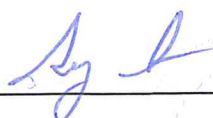
\_\_\_\_\_  
Everest National Insurance Company  
5000 Hopyard Rd., Suite 325, Pleasanton, CA 94588

\_\_\_\_\_  
Telephone No.: 925-401-1444

Facsimile No.

CONTRACTOR:

St. Francis Electric, LLC  
975 Carden St.  
San Leandro, CA 94577

By:   
\_\_\_\_\_  
Guy Smith

By: Robert W. Babcock  
Attorney in Fact

(Name: print or type)

Title: President

By: Robert W. Babcock  
(Name: print or type)

Title: Attorney-In-Fact

**(Notice: The signatures of the Surety  
and Contractor on this bond must be  
acknowledged before a notary public.)**



## ACKNOWLEDGMENT

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

State of California

County of Alameda

On February 21, 2024 before me, Edgar Valencia Murillo, Notary Public  
(insert name and title of the officer)

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

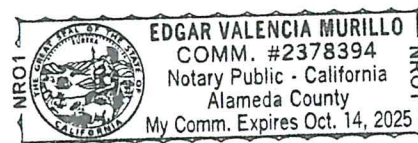
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



## ACKNOWLEDGMENT

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

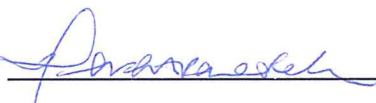
State of California  
County of Alameda

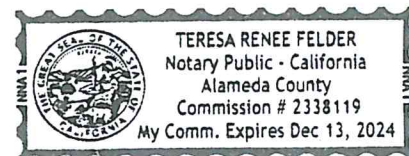
On 2/22/2024 before me, Teresa Renee Felder, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



**POWER OF ATTORNEY  
EVEREST NATIONAL INSURANCE COMPANY**

KNOW ALL PERSONS BY THESE PRESENTS: That Everest National Insurance Company, a corporation of the State of Delaware ("Company") having its principal office located at Warren Corporate Center, 100 Everest Way, Warren, New Jersey, 07059, do hereby nominate, constitute, and appoint:

***Robert W. Babcock, Robert Terrence Murphy, Tammy Bates***

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on April 21, 2016:

***RESOLVED***, that the President, any Executive Vice President, and any Senior Vice President are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

***RESOLVED, FURTHER***, that the President, any Executive Vice President, and any Senior Vice President are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

***RESOLVED, FURTHER***, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, Everest National Insurance Company has caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 10<sup>th</sup> day of October 2023.



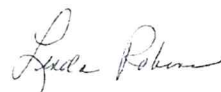
Everest Reinsurance Company



By: Anthony Romano, Senior Vice President

On this 15th day of February 2023, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

LINDA ROBINS  
Notary Public, State of New York  
No 01R06239736  
Qualified in Queens County  
Term Expires April 25, 2027



Linda Robins, Notary Public

I, Sylvia Semerdjian, Secretary of Everest National Insurance Company do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporation as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATION, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, this 21st day of February 2024.



By: Sylvia Semerdjian, Secretary