

## AGREEMENT BIBLIOGRAPHY

Agreement With:	Republic Intelligent Transportation Services, Inc.
Agreement Type:	Traffic signal and street lighting maintenance and repair services
Date Approved:	01 24 2012
Start Date:	01 24 2012
End Date:	01 23 2015
Contract Amount:	\$300,000.00
Comments:	Option for 2 1-year extensions (01/23/17) Public Works
Insurance Expiration:	10 01 2012
Date Archived:	



**CITY OF GARDEN GROVE  
OFFICE OF THE CITY CLERK**

*Safeguard all official records of the City.  
Conduct municipal elections and oversee legislative administration.  
Provide reliable, accurate, and timely information to the  
City Council, staff, and the general public.*

William J. Dalton  
Mayor

Steven R. Jones  
Mayor Pro Tem

Dina Nguyen  
Council Member

Bruce A. Broadwater  
Council Member

Kris Beard  
Council Member

February 27, 2012

Republic Intelligent Transportation Services, Inc.  
1266 N. La Loma Circle  
Anaheim, CA 92806

Attention: Steven Teal

Enclosed is a copy of the Agreement by and between the City of Garden Grove and Republic Intelligent Transportation Services, Inc., for on-call traffic signal and street lighting maintenance and repair services.

The Agreement was approved by the City Council at their meeting held on January 24, 2012.

Sincerely,

Kathleen Bailor, CMC  
City Clerk

By:   
Teresa Pomeroy  
Deputy City Clerk

Enclosure

c: Finance Department  
Finance Department/Purchasing  
Public Works

## CONSULTANT AGREEMENT

THIS AGREEMENT is made this 24th day of January, 2012, by the CITY OF GARDEN GROVE, a municipal corporation, ("CITY"), and REPUBLIC INTELLIGENT TRANSPORTATION SERVICES, INC., a California Corporation ("CONSULTANT").

### RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove Council authorization dated January 24, 2012.
2. CITY desires to utilize the services of CONSULTANT to provide on-call traffic signal and street lighting maintenance and repair services as more specifically described in CONSULTANT'S Proposal, which is attached hereto as Exhibit "A" and incorporated herein.
3. CONSULTANT is qualified by virtue of experience, training, education and expertise to accomplish services.

### AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term of Agreement.** This Agreement shall cover services rendered from date of this agreement until compensation reaches the not to exceed amount, or sooner should the term of the contract be reached or Section 3.5 is enacted. The contract performance term is for three (3) years and allows for two 1-year extensions at the sole option of the City.
2. **Services to be Provided.** The services to be performed by CONSULTANT shall consist of the following: Furnish all labor, materials and equipment for on-call traffic signal and street lighting maintenance services at various city locations, as set forth in CONSULTANT'S Proposal attached hereto as Exhibit "A". The Proposal and this Agreement do not guarantee any specific amount of work.
3. **Compensation.** CONSULTANT shall be compensated as follows:
  - 3.1 **Amount.** CONSULTANT shall be compensated in accordance with the rate schedule set forth in Exhibit "A".
  - 3.2 **Not to Exceed.** Compensation under this Agreement shall not exceed \$300,000.00 (three hundred thousand dollars)..
  - 3.2 **Payment.** For work under this Agreement, payment shall be made per monthly invoice. For extra work not a part of this Agreement, a

written authorization by CITY will be required and payment shall be based on hourly rates as provided in Exhibit A.

3.3 General Prevailing Rate. CITY has ascertained from the State of California Director of Industrial Relations, the general prevailing rate of per diem wages and the general prevailing rate for legal holiday and overtime work in the locality in which the work is to be performed for each craft or type of work needed to execute this Contract, and copies of the same are on file in the Office of the City Engineer. The CONTRACTOR agrees that not less than said prevailing rates shall be paid to workers employed on this public works contract as required by Labor Code Section 1774 of the State of California.

3.4 Records of Expenses. CONSULTANT shall keep complete and accurate records of payroll costs, travel and incidental expenses. These records will be made available at reasonable times to CITY.

3.5 Termination. CITY and CONSULTANT shall have the right to terminate this Agreement, without cause, by giving thirty (30) days written notice of termination. If the project is terminated by CITY, then the provisions of paragraph 3 would apply to that portion of the work completed.

#### 4. Insurance Requirements

4.1 Commencement of Work. CONSULTANT shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance.

4.2 Workers Compensation Insurance. For the duration of this Agreement, CONSULTANT and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable. The insurer shall waive its rights of subrogation against the CITY, its officers, officials, agents, employees, and volunteers.

4.3 Insurance Amounts. CONSULTANT shall maintain the following insurance for the duration of this Agreement:

- (a) Commercial general liability in the amount of \$1,000,000 per occurrence; (claims made and modified occurrence policies are not acceptable); Insurance companies must be admitted and licensed in California and have a Best's Guide Rating of A-Class VII or better, as approved by the CITY;

- (b) Automobile liability in the amount of \$1,000,000 per occurrence; (claims made and modified occurrence policies are not acceptable) Insurance companies must be admitted and licensed in California and have a Best's Guide Rating of A-Class VII or better, as approved by the CITY.
- (c) Professional liability in the amount of \$1,000,000 per occurrence; Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY. If the policy is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of the agreement, and for a period of three (3) years from the date of the completion of services provided. In the event of termination, cancellation, or material change in the policy, professional/consultant shall obtain continuing insurance coverage for the prior acts or omissions of professional/consultant during the course of performing services under the term of the agreement. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier.

An Additional Insured Endorsement, **ongoing and completed operations**, for the policy under section 4.3 (a) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONSULTANT. CONSULTANT shall provide to CITY proof of insurance and endorsement forms that conform to city's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.3 (b) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for automobiles owned, lease, hired, or borrowed by CONSULTANT. CONSULTANT shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

For any claims related to this Agreement, CONSULTANT's insurance coverage shall be primary insurance as respects to CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, or volunteers shall be excess of the CONSULTANT's insurance and shall not contribute with it.

5. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable to CONSULTANT in the event of

any default or breach by CITY, or for any amount, which may become due to CONSULTANT.

6. **Non-Discrimination.** CONSULTANT covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin or ancestry, in any activity pursuant to this Agreement.
7. **Independent Contractor.** It is agreed to that CONSULTANT shall act and be an independent contractor and not an agent or employee of CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.
8. **Compliance With Law.** CONSULTANT shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government.
9. **Disclosure of Documents.** All documents or other information developed or received by CONSULTANT are confidential and shall not be disclosed without authorization by CITY, unless disclosure is required by law.
10. **Ownership of Work Product.** All documents or other information developed or received by CONSULTANT shall be the property of CITY. CONSULTANT shall provide CITY with copies of these items upon demand or upon termination of this Agreement.
11. **Conflict of Interest and Reporting.** CONSULTANT shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement.
12. **Notices.** All notices shall be personally delivered or mailed to the below listed addresses, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.

(a) Address of CONSULTANT is as follows:

Steven Teal  
REPUBLIC INTELLIGENT TRANSPORTATION SERVICES, INC.  
1266 N. La Loma Circle  
Anaheim, CA 92806

(b) Address of CITY is as follows (with a copy to):

Engineering:  
Dan Candelaria, P.E., T.E.  
City of Garden Grove  
P.O. Box 3070  
Garden Grove, CA 92840

City Attorney  
City of Garden Grove  
P.O. Box 3070  
Garden Grove, CA 92840

13. **CONSULTANT'S Proposal.** This Agreement shall include CONSULTANT'S proposal or bid which shall be incorporated herein. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.
14. **Licenses, Permits and Fees.** At its sole expense, CONSULTANT shall obtain a **Garden Grove Business License**, all permits and licenses as may be required by this Agreement.
15. **Familiarity With Work.** By executing this Agreement, CONSULTANT warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the facilities, difficulties and restrictions of the work under this Agreement. Should CONSULTANT discover any latent or unknown conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY of this and shall not proceed, except at CONSULTANT'S risk, until written instructions are received from CITY.
16. **Time of Essence.** Time is of the essence in the performance of this Agreement.
17. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability and reputation of CONSULTANT, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONSULTANT shall not contract with any other entity to perform the services required without written approval of the CITY. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CITY. If CONSULTANT is permitted to subcontract any part of this Agreement, CONSULTANT shall be responsible to CITY for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work will be considered employees of CONSULTANT. CITY will deal directly with and will make all payments to CONSULTANT.
18. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.
19. **Indemnification.** To the fullest extent permitted by law, CONSULTANT agrees to protect, defend, and hold harmless CITY and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damages of any nature, including interference with use of property, arising out of, or in any way connected with the negligence, recklessness and/or intentional wrongful conduct of CONSULTANT, CONSULTANT'S agents, officers, employees, subcontractors, or independent contractors hired by CONSULTANT in the performance of the Agreement. The only exception to CONSULTANT'S responsibility to protect,

defend, and hold harmless CITY, is due to the negligence, recklessness and/or wrongful conduct of CITY, or any of its elective or appointive boards, officers, agents, or employees.

This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONSULTANT.

20. **Modification.** This Agreement constitutes the entire agreement between the parties and supersedes any previous agreements, oral or written. This Agreement may be modified only by subsequent mutual written agreement executed by CITY and CONSULTANT.
21. **Waiver.** All waivers of the provisions of this Agreement must be in writing by the appropriate authorities of the CITY and CONSULTANT.
22. **California Law.** This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced about this Agreement shall be filed in the central branch of the Orange County Superior Court.
23. **Interpretation.** This Agreement shall be interpreted as though prepared by both parties
24. **Preservation of Agreement.** Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.

[SIGNATURES ON FOLLOWING PAGE]



IN WITNESS THEREOF, these parties hereto have caused this Agreement to be executed as of the date set forth opposite the respective signatures.

"CITY"  
CITY OF GARDEN GROVE

Dated: Feb 24, 2012

By: [Signature]  
City Manager

ATTEST

"CONSULTANT"  
REPUBLIC INTELLIGENT  
TRANSPORTATION SERVICES,  
INC.

[Signature]  
City Clerk

By: [Signature]  
Title: James A. Wagner, President

Dated: 2/27, 2012

Dated: January 18, 2012

APPROVED AS TO FORM:

[Signature]  
X Dirk Glaser, Asst. Secretary

If CONSULTANT/CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY

[Signature]  
Garden Grove City Attorney

Dated: January 17, 2012





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/17/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> MARSH USA, INC. 445 SOUTH STREET MORRISTOWN, NJ 07960-6454		<b>CONTACT NAME:</b> PHONE (A/C, No., Ext): E-MAIL ADDRESS:		FAX (A/C, No):	
100129-REPU-Prof-11/12      RE31C   REYNO   1185P   NOC60		<b>INSURER(S) AFFORDING COVERAGE</b>			
<b>INSURED</b> REPUBLIC INTELLIGENT TRANSPORTATION SERVICES, INC. DBA REPUBLIC ITS 371 BEL MARIN KEYS BLVD, #200 NOVATO, CA 94949-5699		<b>INSURER A:</b> HDI-Gerling America Insurance Company		NAIC # 41343	
		<b>INSURER B:</b> Liberty Mutual Fire Ins Co		23035	
		<b>INSURER C:</b> Liberty Insurance Corporation		42404	
		<b>INSURER D:</b>			
		<b>INSURER E:</b>			
		<b>INSURER F:</b>			

A13  
A15  
A15

**COVERAGES**      **CERTIFICATE NUMBER:** NYC-006325732-23      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR   WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		GLD11101-03 ✓	10/01/2011	10/01/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 100,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 7,500,000 PRODUCTS - COMP/OP AGG \$ INCL
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		AS2-631-004334-211 ✓	10/01/2011	10/01/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ N/A BODILY INJURY (Per accident) \$ N/A PROPERTY DAMAGE (Per accident) \$ N/A
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED   RETENTION \$		CUD11102-03	10/01/2011	10/01/2012	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WA7-63D-004334-011 (AOS) ✓ WC7-631-004334-021 (OR, WI)	10/01/2011	10/01/2012	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
A	Professional Liability		GLD11101-03	10/01/2011	10/01/2012	Limit: 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: ON-CALL TRAFFIC SIGNAL AND STREET LIGHTING MAINTENANCE AND REPAIR SERVICES  
THE CITY OF GARDEN GROVE, ITS OFFICERS, OFFICIALS, EMPLOYEES, AGENTS AND VOLUNTEERS ARE HEREBY ADDITIONAL INSURED AS OBLIGATED UNDER CONTRACT. SUCH INSURANCE AS IS AFFORDED BY THE ADDITIONAL INSURED ENDORSEMENT SHALL APPLY AS PRIMARY INSURANCE & OTHER INSURANCE MAINTAINED BY THE CERTIFICATE HOLDER SHALL BE EXCESS ONLY & NOT CONTRIBUTING WITH INSURANCE PROVIDED UNDER THIS POLICY. WAIVER OF SUBROGATION IS EFFECTUAL.

IF THESE POLICIES ARE CANCELLED FOR ANY REASON OTHER THAN NON-PAYMENT OF PREMIUM, THE INSURER WILL DELIVER NOTICE OF CANCELLATION TO THE CERTIFICATE HOLDER UP TO 60 DAYS PRIOR TO THE CANCELLATION OR AS REQUIRED BY WRITTEN CONTRACT, WHICHEVER IS LESS.

### CERTIFICATE HOLDER

### CANCELLATION

CITY OF GARDEN GROVE PURCHASING DIVISION 11222 ACACIA PARKWAY GARDEN GROVE, CA 92842	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
--	--

Reviewed and approved as to insurance language

and/or requirements.

Risk Management

*Mary Kelly*  
2-29-12

Policy Number AS2-631-004334-211 ✓  
 Issued by LIBERTY MUTUAL FIRE INSURANCE COMPANY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**NOTICE OF CANCELLATION TO THIRD PARTIES**

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE PART ✓
- MOTOR CARRIER COVERAGE PART
- GARAGE COVERAGE PART
- TRUCKERS COVERAGE PART
- EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
- SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule		
Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
"Per schedule on file with the company"	"Per schedule on file with the company"	"60 or as required by written contract, whichever is less, per the schedule on file with the company."

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

Reviewed and approved as to insurance language  
and/or requirements.  
*Mary Kelly*  
Risk Management  
3-24-12

# HDI-GERLING AMERICA INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## NOTICE OF CANCELLATION AMENDMENT

### SCHEDULE

Name, Address and E-Mail Address of Other Person(s) / Organization(s):

Number of Days Notice: .

Per schedule on file with the Company.

60 Days, or as required by contract, ✓  
whichever is less

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- I. If we cancel this policy by notice to you for any statutorily permitted reason other than nonpayment of premium, we shall endeavor to mail, e-mail or deliver a copy of such written notice of cancellation to the person(s) or organization(s) shown in the Schedule above.
- II. A copy of the notice, per paragraph I. above, will be mailed, e-mailed or delivered:
  - 1. To the appropriate addresses corresponding to the person(s) or organization(s) shown in the Schedule above; and
  - 2. The number of days required for notice of cancellation, as provided in paragraph A.2. of the Common Policy Conditions or as amended by an applicable state cancellation endorsement or by the date as shown in the Schedule above.
- III. Our failure to provide such advance notification to the person(s) or organization(s) shown in the Schedule of this endorsement will not extend any policy cancellation date nor negate any cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

Reviewed and approved as to insurance language  
and/or requirements.  
*Mary Kelly*  
Risk Management  
2-24-19

Notice of Cancellation to Third Parties

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below. We will send notice to the email or mailing address listed below at least 10 days, or the number of days listed below, if any, before cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.

B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

SCHEDULE

Name of Other Person(s) / Organization(s):  
Per schedule on file with the company.

Email Address or mailing address:  
Per schedule on file with the company.

✓ Number Days Notice: 60 or as required by written contract, whichever is less, per the schedule on file with the company

All other terms and conditions of this policy remain unchanged.

? WM 90 18 06 11

This endorsement is executed by the Liberty Insurance Corporation 21814

Premium \$

Effective Date

Expiration Date

For attachment to Policy No. WA7-63D-004334-011 ✓



Reviewed and approved as to insurance language  
and/or requirements.  
*M. Kelly*  
Risk Management  
2-24-12

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM ✓  
GARAGE COVERAGE FORM  
TRUCKERS COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

### SCHEDULE

**Premium:**

**Name of Person or Organization :** Any person or organization for whom you perform work under a written contract if the contract requires you to obtain this agreement from us, but only if the contract is executed prior to the injury or damage occurring.

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US condition is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above ✓ because of payments we make for injury or damage arising out of your operations of a covered auto done under contract with that person or organization. This waiver applies only to the person or organization shown in the Schedule above.

Policy No: AS2-631-004334-211 ✓  
Effective Date: 10/01/2011  
Expiration Date: 10/01/2012  
Sales Office: NEW YORK, NY 0202

Issued By: Liberty Mutual Fire Insurance Company

Endt Serial No: TBD

Reviewed and approved as to insurance language

and/or requirements.

*Mary Kelly*  
2-24-10

Risk Management

## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION REQUIRED  
BY WRITTEN CONTRACT

Issued by: LIBERTY INSURANCE CORPORATION

For attachment to Policy No. WA7-63D-004334-011  
Premium \$

Issued to: SIEMENS CORPORATION

Effective Date 10/01/2011

Reviewed and approved as to insurance language  
and/or requirements.  
*[Signature]*  
Risk Management  
2-24-12

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

<p>Name Of Person Or Organization:</p> <p>ANY PERSON OR ORGANIZATION TO THE EXTENT REQUIRED BY WRITTEN CONTRACT</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

The following is added to Paragraph 8: Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above. ✓

Revised and approved as to insurance language  
and/or requirements.  
*M. M. M. M. M.*  
~~Risk Management~~  
2-24-12

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

**SCHEDULE**

**Name of Person or Organization:**

THE CITY OF GARDEN GROVE, ITS OFFICERS, OFFICIALS,  
EMPLOYEES, AGENTS AND VOLUNTEERS

**ANY PERSON OR ORGANIZATION REQUIRED BY  
CONTRACT**

It is agreed that this insurance maintained pursuant to the written contract agreements shall be primary to, and ✓  
not contribute with any insurance or self-insurance maintained by the above, but only with respect to work per-  
formed by or on behalf of the Named Insured.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as  
applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the  
Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

✓



Reviewed and approved as to insurance language

and/or requirements.

*[Handwritten signature]*

Risk Management

2-24-12

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## DESIGNATED INSURED

This endorsement modified insurance provided under the following:

BUSINESS AUTO COVERAGE FORM ✓  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

### SCHEDULE

Name of Person(s) or  
Organization(s):

SEE ATTACHED SCHEDULE  
ANY PERSON OR ORGANIZATION REQUIRED BY WRITTEN CONTRACT  
THE CITY OF GARDEN GROVE, ITS OFFICERS, OFFICIALS, EMPLOYEES, AGENTS  
AND VOLUNTEERS

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

Policy No: AS2-631-004334-211 ✓  
Effective Date: 10/01/2011  
Expiration Date: 10/01/2012  
Sales Office: NEW YORK, NY 0202

Issued By: Liberty Mutual Fire Insurance Company

Endt Serial No: TBD

Reviewed and approved as to insurance language  
and/or requirements.  
*Theresa Murray*  
Risk Management  
2-24-12

AWARD OF CONTRACT TO REPUBLIC ITS FOR ON-CALL TRAFFIC SIGNAL AND  
STREET LIGHTING MAINTENANCE AND REPAIR SERVICES  
((F: 55:Republic ITS) )

Staff report dated January 24, 2012, was introduced and reviewed by staff.

It was moved by Council Member Beard, seconded by Council Member Jones, and carried by unanimous vote that the contract for on-call traffic signal and street lighting maintenance and repair services, in the amount not to exceed \$300,000, be and hereby is awarded to Republic ITS; and the City Manager is authorized to execute the Agreement and make minor modifications as necessary on behalf of the City.



RECOMMENDATION TO AWARD CONTRACT FOR ON-CALL TRAFFIC SIGNAL AND STREET LIGHTING MAINTENANCE AND REPAIR SERVICES

January 24, 2012

Page 2 of 2

	<b>REPUBLIC ITS</b>	<b>TEAM ECONOLITE</b>
Rater A	174.5	161.5
Rater B	165	159.5
Rater C	161.75	158.5
<b>Totals</b>	<b>501.25</b>	<b>479.5</b>

FINANCIAL IMPACT

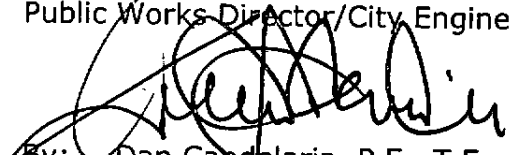
Impact to the General Fund is \$300,000, which has been previously approved in the 2011/12 budget.

RECOMMENDATION

It is recommended that the City Council:

- Award a consultant contract for on-call traffic signal and street lighting maintenance and repair services to Republic ITS; and
- Authorize the City Manager to execute the professional service agreement with Republic ITS in the amount not to exceed \$300,000.00, and make minor modifications as necessary, on behalf of the City.

William E. Murray, P.E.  
Public Works Director/City Engineer

  
By: Dan Candelaria, P.E., T.E.  
City Traffic Engineer

Attachment: Republic ITS Consultant Agreement

**Recommended for Approval**

  
Matthew Feral  
City Manager