

## AGREEMENT FOR MAINTENANCE SERVICES

THIS AGREEMENT FOR MAINTENANCE SERVICES is made and effective as of the 6<sup>th</sup> day of May 2025, by and between the CITY OF BEAUMONT (“CITY”) whose address is 550 E. 6<sup>th</sup> Street, Beaumont, California 92223 and CROSSTOWN ELECTRICAL DATA INC., a California Corporation, whose address is 5454 Diaz Street, Irwindale, CA 91706 (“CONTRACTOR”).

### RECITALS

This Agreement is entered into on the basis of the following facts, understandings and intentions of the parties to this Agreement:

A. The CITY Public Works Department desires to engage CONTRACTOR to provide Maintenance Services for Citywide Traffic Signal Maintenance. Services shall be performed under the Public Works Contractual Service;

B. The CITY published an Invitation to Bid, using the Formal Bidding Procedure, on February 27, 2025; The Invitation to Bid is attached hereto as Exhibit A;

C. The CONTRACTOR responded to the Invitation on March 31, 2025; CONTRACTOR’s Bid response is attached hereto as Exhibit B; and,

D. The CITY desires to engage CONTRACTOR to provide the services provided for in the Invitation to Bid.

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants contained herein, CITY and CONTRACTOR agree as follows:

1. Term of Agreement. This Agreement is effective as of the date first above written and shall continue until completion of the services (“Services”) provided for in the Bid. Notwithstanding the foregoing, this agreement shall automatically terminate after three (3) years unless extended by the parties with approval of the City Council of the CITY. City may terminate this Agreement upon written notice to Contractor, provided it pays Contractor for all services provided prior to termination.

2. Associates and Subcontractors. CONTRACTOR may, at CONTRACTOR’s sole cost and expense, employ such competent and qualified independent associates, subcontractors and consultants as CONTRACTOR deems necessary to perform the Services; provided, however, that CONTRACTOR shall not subcontract any of the Services without the written consent of CITY.

3. Compensation.

3.01 CONTRACTOR shall be paid at the rates set forth in the Bid. Notwithstanding anything in this Agreement to the contrary, total fees and charges paid by CITY to CONTRACTOR for the completion of the Services under this Agreement shall not exceed an

annual amount of Ninety-Six Thousand Dollars (\$96,000) for a grand total of Two Hundred Eighty Eight Thousand Dollars (\$288,000).

#### 4. Obligations of CONTRACTOR.

4.01 In the event that the terms of the Bid shall conflict with the terms of this Agreement, or contain additional terms other than the Services to be rendered and the price for the Services, the terms of this Agreement shall govern and said additional or conflicting terms shall be of no force or effect.

4.02 CONTRACTOR is responsible for paying, when due, all income and other taxes, fees and withholding, including withholding state and federal taxes, social security, unemployment and worker's compensation, incurred as a result of the compensation paid under this Agreement. CONTRACTOR agrees to indemnify, defend and hold harmless CITY for any claims, costs, losses, fees, penalties, interest, or damages suffered by CITY resulting from CONTRACTOR's failure to comply with this provision.

4.03 CONTRACTOR shall be solely responsible for obtaining Employment Eligibility Verification information from CONTRACTOR's employees, in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a), and shall ensure that CONTRACTOR's employees are eligible to work in the United States.

4.04 Drug-free Workplace Certification. By signing this Agreement, the CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that the CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace.

4.05 CONTRACTOR shall comply with all applicable local, state and federal laws, rules, regulations, entitlements and/or permits applicable to, or governing the Services authorized hereunder.

4.06 Contractor shall comply with all applicable laws and regulations relating to prevailing wages. Wage rates for this Project shall be in accordance with the "General Wage Determination Made by the Director of Industrial Relations Pursuant To California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1", for Riverside County.

5. Insurance. CONTRACTOR hereby agrees to be solely responsible for the health and safety of its employees and agents in performing the Services under this Agreement and shall comply with all laws applicable to worker safety including but not limited to Cal-OSHA. Attached hereto as **Exhibit "C"** are copies of Certificates of Insurance and endorsements as required by Section 6.02. Therefore, throughout the duration of this Agreement, CONTRACTOR hereby covenants and agrees to maintain insurance in conformance with the requirements set forth below. If existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so. CONTRACTOR shall provide the following types and amounts of insurance:

5.01 Commercial general liability insurance in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; CONTRACTOR agrees to have its

insurer endorse the general liability coverage required herein to include as additional insured's CITY, its officials, employees and agents. CONTRACTOR also agrees to require all contractors and subcontractors to provide the same coverage required under this Section 6.

5.02 Business Auto Coverage in an amount no less than \$1 million per accident. If CONTRACTOR or CONTRACTOR's employees will use personal autos in performance of the Services hereunder, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person.

5.03 Workers' Compensation coverage for any of CONTRACTOR's employees that will be providing any Services hereunder. CONTRACTOR will have a state-approved policy form providing statutory benefits as required by California law. The provisions of any workers' compensation will not limit the obligations of CONTRACTOR under this Agreement. CONTRACTOR expressly agrees not to use any statutory immunity defenses under such laws with respect to CITY, its employees, officials and agents.

## 6. General Conditions Pertaining to Insurance Coverage

6.01 No liability insurance coverage provided shall prohibit CONTRACTOR from waiving the right of subrogation prior to a loss. CONTRACTOR waives all rights of subrogation against CITY regardless of the applicability of insurance proceeds and shall require all contractors and subcontractors to do likewise.

6.02. Prior to beginning the Services under this Agreement, CONTRACTOR shall furnish CITY with certificates of insurance, endorsements, and upon request, complete copies of all policies, including complete copies of all endorsements. All copies of policies and endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

6.03. All required policies shall be issued by a highly rated insurer with a minimum A.M. Best rating of "A:VII"). The insurer(s) shall be admitted and licensed to do business in California. The certificates of insurance hereunder shall state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice has been given to CITY.

6.04 Self-insurance does not comply with these insurance specifications. CONTRACTOR acknowledges and agrees that that all insurance coverage required to be provided by CONTRACTOR or any subcontractor, shall apply first and on a primary, non-contributing basis in relation to any other insurance, indemnity or self-insurance available to CITY.

## 7. Indemnification.

7.01 CONTRACTOR and CITY agree that CITY, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other costs arising out of or in any way related to the performance of this Agreement by CONTRACTOR or any subcontractor or agent of either. Accordingly, the provisions of this indemnity are intended by the parties to be interpreted and construed to provide the fullest

protection possible under the law to CITY. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of the commitment of CONTRACTOR to indemnify and protect CITY as set forth herein.

a. To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless CITY, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, damages or costs of any kind, whether actual, alleged or threatened, actual attorneys' fees incurred by CITY, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Agreement. CONTRACTOR's obligation to defend, indemnify and hold harmless shall include any and all claims, suits and proceedings in which CONTRACTOR (and/or CONTRACTOR's agents and/or employees) is alleged to be an employee of CITY. All obligations under this provision are to be paid by CONTRACTOR as they are incurred by CITY.

b. Without affecting the rights of CITY under any provision of this Agreement or this Section, CONTRACTOR shall not be required to indemnify and hold harmless CITY as set forth above for liability attributable solely to the fault of CITY, provided such fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

#### 8. Status of CONTRACTOR.

8.01 CONTRACTOR shall perform the Services in CONTRACTOR's own way as an independent contractor, and in pursuit of CONTRACTOR's independent calling, and not as an employee of CITY. However, CONTRACTOR shall regularly confer with CITY's City Manager as provided for in this Agreement.

8.02 CONTRACTOR agrees that it is not entitled to the rights and benefits afforded to CITY's employees, including disability or unemployment insurance, workers' compensation, retirement, CalPERS, medical insurance, sick leave, or any other employment benefit. CONTRACTOR is responsible for providing, at its own expense, disability, unemployment, workers' compensation and other insurance, training, permits, and licenses for itself and its employees and subcontractors.

8.03 CONTRACTOR hereby specifically represents and warrants to CITY that it possesses the qualifications and skills necessary to perform the Services under this Agreement in a competent, professional manner, without the advice or direction of CITY and that the Services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional rendering the same or similar services in the same geographic area where the CITY is located. Further, CONTRACTOR represents and warrants that the individual signing this Agreement on behalf of CONTRACTOR has the full authority to bind CONTRACTOR to this Agreement.

9. Miscellaneous Provisions.

9.01 This Agreement, which includes all attached exhibits, supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of Services by CONTRACTOR for CITY and contains all of the covenants and agreements between the parties with respect to the rendering of such Services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties. The Recitals to this Agreement are hereby incorporated herein by this reference.

9.02 CONTRACTOR shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of CITY. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

9.03 If any legal action or proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which that party may be entitled.

9.04 This Agreement is made, entered into and shall be performed in the County of Riverside in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California.

9.05 CONTRACTOR covenants that neither it nor any officer or principal of its firm has any interest, nor shall they acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of their Services hereunder. CONTRACTOR further covenants that in the performance of this Agreement, no person having such interest shall be employed by it as an officer, employee, agent, or subcontractor.

9.06 Improper Consideration. CONTRACTOR shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, services, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the CITY in an attempt to secure favorable treatment regarding this Agreement or any contract awarded by CITY. The CITY, by notice, may immediately terminate this Agreement if it determines that any improper consideration as described in the preceding sentence was offered to any officer, employee or agent of the CITY with respect to the Bid and award process of this Agreement or any CITY contract. This prohibition shall apply to any amendment, extension or evaluation process once this Agreement or any CITY contract has been awarded. CONTRACTOR shall immediately report any attempt by any CITY officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from CONTRACTOR.

10. Prevailing Wages.

- A. Contractor shall comply with all applicable laws and regulations relating to prevailing wages. Wage rates for this Project shall be in accordance with the "General Wage Determination Made By the Director of Industrial Relations Pursuant To California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770,

1773 and 1773.1”, for Riverside County. Wage rates shall conform with those posted at Beaumont City Hall and the Project site.

B. The following Labor Code sections are hereby referenced and made a part of this Agreement:

1. Section 1775 - Penalty for Failure to Comply with Prevailing Wage Rates.
2. Section 1777.4 - Apprenticeship Requirements.
3. Section 1777.5 - Apprenticeship Requirements.
4. Section 1813 - Penalty for Failure to Pay Overtime.
5. Sections 1810 and 1811 - Working Hour Restrictions.
6. Section 1775 - Payroll Records.
7. Section 1773.8 - Travel and Subsistence Pay.

*[signatures on following page]*

IN WITNESS WHEREOF, the parties hereby have made and executed this Agreement to be effective as of the day and year first above-written.

**CITY OF BEAUMONT  
MAINTENANCE AGREEMENT**

**CITY:**

CITY OF BEAUMONT

By: \_\_\_\_\_  
Mike Lara, Mayor

**CONTRACTOR:**

Crosstown Electrical & Data, Inc.

By: 

Print Name: David Heermance

Title: President

**ATTEST:**

By: \_\_\_\_\_  
Nicole Wheelwright, Deputy City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
John O. Pinkney, City Attorney

**EXHIBIT “A”**

CITY’S INVITATION FOR BIDS

(Insert behind this page.)



**Website:**  
<http://beaumontca.gov/>

**Address:**  
550 E. 6<sup>th</sup> Street  
Beaumont, CA 92223

**Phone:**  
951.769.8520

# **REQUEST FOR BID FOR: CITYWIDE TRAFFIC SIGNAL MAINTENANCE**

FEBRUARY 27, 2025

## **CRITICAL BID DATES, TIMES, & LOCATIONS**

Bid Published:	February 27, 2025
Bids Must Be Received By:	March 31, 2025 @ 11:00 A.M.
Place Of Bid Receipt:	550 E. Sixth Street (City Hall)
Questions In By:	March 12, 2025 @ 11:00 A.M.
Bid Opening Date:	March 31, 2025 @ 11:05 A.M.
Bid Opening Location:	550 E. Sixth Street (City Hall), Room 4

## **CONTACTS:**

Raveena Chara  
Procurement and Contracts Specialist  
[rchara@beaumontca.gov](mailto:rchara@beaumontca.gov)

## **RFB AVAILABLE:**

[WWW.PUBLICPURCHASE.COM](http://WWW.PUBLICPURCHASE.COM)  
[HTTPS://WWW.BEAUMONTCA.GOV/949/BIDS-AND-RFPs](https://WWW.BEAUMONTCA.GOV/949/BIDS-AND-RFPs)



**CITY OF BEAUMONT  
CALIFORNIA  
PUBLIC WORKS DEPARTMENT  
CONTRACT DOCUMENTS & SPECIFICATIONS  
FOR:  
  
CITYWIDE TRAFFIC SIGNAL MAINTENANCE**

Prepared Under the Supervision of:

A handwritten signature in blue ink, appearing to read "R. Vestal", is written over a horizontal line.

Robert Vestal, P.E., Public Works Director/City Engineer

02/20/2025

Date



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## NOTICE INVITING BIDS

The City of Beaumont, Public Works Department ("City") is soliciting bids for:

### **CITYWIDE TRAFFIC SIGNAL MAINTENANCE**

#### **BID DATES, TIMES, & LOCATIONS:**

Bid Published:	February 27, 2025
Bids Must Be Received By:	March 31, 2025 @ 11:00 A.M.
Place Of Bid Receipt:	550 E. Sixth Street (City Hall) Beaumont, CA 92223
Questions In By:	March 12, 2025 @ 11:00 A.M.
Bid Opening Date:	March 31, 2025 @ 11:05 A.M.
Bid Opening Location:	550 E. Sixth Street (City Hall), Room 4 Beaumont, CA 92223

Bids received after this time will be discarded. Bids shall be valid for 90 calendar days after the bid opening date. Bids must be submitted on the City's Bid Forms. Bids must be prepared on the approved Bid forms and in the manner prescribed in the Instructions to Bidders. Bids must be submitted with the following subject:

#### **"CITYWIDE TRAFFIC SIGNAL MAINTENANCE"**

#### **LOCATION OF WORK:**

The work to be completed is located at traffic signals citywide throughout the city of Beaumont.

#### **DESCRIPTION OF WORK:**

The proposed work shall be performed in accordance with the contract documents, including but not limited to the general conditions, scope of work, and all other reference documents.

The Contractor shall perform normal scheduled maintenance and emergency maintenance of traffic signal systems, and highway safety lighting for the specific locations that are the responsibility of the City of Beaumont. The Contractor may also provide equipment and/or technical support to City Engineer or designee in said scope of work.

#### **CONTRACT LENGTH:**

The term of the contract shall be determined upon need of services and consistent with the City's policies. The initial period of the contract is for three (3) years, with two (2) one-year extensions as approved by City Council, subject to agreement terms and the

## NOTICE INVITING BIDS



Beaumont Municipal Code.

**AWARD OF CONTRACT:**

The City shall award the Contract for the Project to the lowest responsive, responsible bidder as determined from the base bid. The City reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process.

The City of Beaumont hereby affirmatively ensures that minority business enterprises will be afforded full opportunity to submit Bids in response to this Notice, and that minorities nor minority business enterprises will not be discriminated against on the basis of race, color, national origin, ancestry, sex, or religion in any consideration leading to the award of contract. For further information, please see the form titled "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)" within the Bid Documents.

**CONTRACT DOCUMENTS AND SPECIFICATION:**

Copies of the Contract Documents and Specification are available for inspection at no cost to the bidder at City Hall. The documents can also be downloaded from the City's Website (<https://www.beaumontca.gov>) and [WWW.PUBLICPURCHASE.COM](http://WWW.PUBLICPURCHASE.COM) and reviewed at no cost.

**BID & BIDDER:**

Bids must be accompanied by cash, a certified or cashier's check, or a Bid Bond in favor of the City in an amount not less than ten percent (10%) of the submitted Total Bid Price.

Each bid shall be accompanied by the security referred to in the Contract Documents, the non-collusion affidavit, the list of proposed subcontractors, and all additional documentation required by the Instructions to Bidders.

The successful bidder will be required to furnish the City with a Performance Bond equal to 100% of the successful bid, and a Payment (Labor and Materials) Bond equal to 100% of the successful bid, prior to execution of the Contract. All bonds are to be secured from a surety that meets all of the State of California bonding requirements, as defined in Code of Civil Procedure Section 995.120, and is admitted by the State of California.

Each bidder shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following appropriate classification(s) of contractor's license(s), for the work bid upon, and must maintain the license(s) throughout the duration of the Contract:

- California Class "A" and/or required Class "C" licenses

**FOR FURTHER INFORMATION CONTACT:**

**NOTICE INVITING BIDS**

City of Beaumont  
Request for bid



Citywide Traffic Signal Maintenance

Raveena Chara  
E-mail: [rchara@beaumontca.gov](mailto:rchara@beaumontca.gov)

**NOTICE INVITING BIDS**



## **INSTRUCTIONS TO BIDDERS**

### **AVAILABILITY OF CONTRACT DOCUMENTS:**

Bids must be submitted to the City on the Bid Forms which are a part of the Bid Package for the Project. Prospective bidders may obtain one (1) complete set of Contract Documents at no cost. Contract Documents may be obtained from the City at the location(s) and at the time(s) indicated in the Notice Inviting Bids. Prospective bidders are encouraged to telephone in advance to determine the availability of Contract Documents. Any applicable charges for the Contract Documents are outlined in the Notice Inviting Bids. The City may also make the Contract Documents available for review at one or more plan rooms, as indicated in the Notice Inviting Bids. Please Note: Prospective bidders who choose to review the Contract Documents at a plan room must contact the City to obtain the required Contract Documents if they decide to submit a bid for the Project.

### **EXAMINATION OF CONTRACT DOCUMENTS:**

The City has made copies of the Contract Documents available, as indicated above. Bidders shall be solely responsible for examining the Project Site and the Contract Documents, including any Addenda issued during the bidding period, and for informing itself with respect to local labor availability, means of transportation, necessity for security, laws and codes, local permit requirements, wage scales, local tax structure, contractors' licensing requirements, availability of required insurance, and other factors that could affect the Work. Bidders are responsible for consulting the standards referenced in the Contract. Failure of Bidder to so examine and inform itself shall be at its sole risk, and no relief for error or omission will be given except as required under State law.

### **INTERPRETATION OF CONTRACT DOCUMENTS**

Discrepancies in, and/or omissions from the Plans, Specifications or other Contract Documents or questions as to their meaning shall be immediately brought to the attention of the City by submission of a written request for an interpretation or correction to the City. Such submission, if any, must be sent to the Procurement Specialist by faxing (951)769-8526 or emailing to [rchara@beaumontca.gov](mailto:rchara@beaumontca.gov). Any interpretation of the Contract Documents will be made only by written addenda duly issued and mailed or delivered to each person or firm who has purchased a set of Contract Documents. The City will not be responsible for any explanations or interpretations provided in any other manner. No person is authorized to make any oral interpretation of any provision in the Contract Documents to any bidder, and no bidder should rely on any such oral interpretation. Bids shall include complete compensation for all items that are noted in the Contract Documents as the responsibility of the Contractor.

### **INSPECTION OF SITE:**

Each prospective bidder is responsible for fully acquainting itself with the conditions of the Project Site (which may include more than one site), as well as those relating to the

## **INSTRUCTIONS TO BIDDERS**



construction and labor of the Project, to fully understand the facilities, difficulties and restrictions which may impact the cost or effort required to complete the Project.

#### ADDENDA:

The City reserves the right to revise the Contract Documents prior to the bid opening date. Revisions, if any, shall be made by written Addenda. All addenda issued by the City shall be included in the bid and made part of the Contract Documents. Pursuant to Public Contract Code Section 4104.5, if the City issues an Addendum which includes material changes to the Project less than 72 hours prior to the deadline for submission of bids, the City will extend the deadline for submission of bids. The City may determine, in its sole discretion, whether an Addendum warrants postponement of the bid submission date. Each prospective bidder shall provide City a name, address and facsimile number to which Addenda may be sent, as well as a telephone number by which the City can contact the bidder. Copies of Addenda will be furnished by facsimile, first class mail, express mail or other proper means of delivery without charge to all parties who have obtained a copy of the Contract Documents and provided such current information. Please Note: Bidders are responsible for ensuring that they have received any and all Addenda. To this end, each bidder should contact the Public Works Department to verify that he has received all Addenda issued, if any, prior to the bid opening.

#### ALTERNATE BIDS

If alternate bid items are called for in the Contract Documents, the lowest bid will be determined on the basis of the base bid only. However, the City may choose to award the contract on the basis of the base bid alone or the base bid and any alternate or combination of alternates. The time required for completion of the alternate bid items has been factored into the Contract duration and no additional Contract time will be awarded for any of the alternate bid items. The City may elect to include one or more of the alternate bid items, or to otherwise remove certain work from the Project scope of work, accordingly each Bidder must ensure that each bid item contains a proportionate share of profit, overhead and other costs or expenses which will be incurred by the Bidder.

#### COMPLETION OF BID FORMS

Bids shall only be prepared using copies of the Bid Forms which are included in the Contract Documents. The use of substitute bid forms other than clear and correct photocopies of those provided by the City will not be permitted. Bids shall be executed by an authorized signatory as described in these Instructions to Bidders. In addition, Bidders shall fill in all blank spaces (including inserting "N/A" where applicable) and initial all interlineations, alterations, or erasures to the Bid Forms. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms nor make substitutions thereon. **USE OF BLACK OR BLUE INK, INDELIBLE PENCIL, COMPUTER OR A TYPEWRITER IS REQUIRED.** Deviations in the bid form may result in the bid being deemed non-responsive.

### INSTRUCTIONS TO BIDDERS



#### **MODIFICATIONS OF BIDS:**

Each Bidder shall submit its Bid in strict conformity with the requirements of the Contract Documents. Unauthorized additions, modifications, revisions, conditions, limitations, exclusions or provisions attached to a Bid may render it non-responsive and may cause its rejection. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms, nor make substitutions thereon. Oral, telephonic and electronic modifications will not be considered, unless the Notice Inviting Bids authorizes the submission of electronic bids and modifications thereto and such modifications are made in accordance with the Notice Inviting Bids.

#### **DESIGNATION OF SUBCONTRACTORS:**

Pursuant to the funding regulation, the Bidders must designate the name and location of each subcontractor who will perform work or render services for in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater, as well as the portion of work each such subcontractor will perform on the form provided herein by the City. No additional time will be provided to bidders to submit any of the requested information in the Designation of Subcontractor form.

#### **LICENSING REQUIREMENTS:**

Pursuant to Section 7028.15 of the Business and Professions Code and Section 3300 of the Public Contract Code, all bidders must possess proper licenses for performance of this Contract. Subcontractors must possess the appropriate licenses for each specialty subcontracted. Pursuant to Section 7028.5 of the Business and Professions Code, the City shall consider any bid submitted by a contractor not currently licensed in accordance with state law and pursuant to the requirements found in the Contract Documents to be nonresponsive, and the City shall reject the Bid. The City shall have the right to request, and Bidders shall provide within five (5) calendar days, evidence satisfactory to the City of all valid license(s) currently held by that Bidder and each of the Bidder's subcontractors, before awarding the Contract. Please also note that, pursuant to Public Contract Code Section 20676, sellers of "mined material" must be on an approved list of sellers published pursuant to Public Resources Code Section 2717(b) in order to supply mined material for this Contract.

#### **SIGNING OF BIDS:**

All Bids submitted shall be executed by the Bidder or its authorized representative. Bidders may be asked to provide evidence in the form of an authenticated resolution of its Board of Directors or a Power of Attorney evidencing the capacity of the person signing the Bid to bind the Bidder to each Bid and to any Contract arising therefrom. If a Bidder is a joint venture or partnership, it may be asked to submit an authenticated Power of Attorney executed by each joint venturer or partner appointing and designating one of the joint venturers or partners as a management sponsor to execute the Bid on behalf of Bidder. Only that joint venturer or partner shall execute the Bid. The Power of Attorney shall also: (1) authorize that particular joint venturer or partner to act for and bind Bidder in all matters relating to the Bid; and (2) provide that each venturer or partner shall be

### **INSTRUCTIONS TO BIDDERS**



jointly and severally liable for any and all of the duties and obligations of Bidder assumed under the Bid and under any Contract arising therefrom. The Bid shall be executed by the designated joint venturer or partner on behalf of the joint venture or partnership in its legal name.

**BID GUARANTEE (BOND):**

Each bid shall be accompanied by: (a) cash; (b) a certified check made payable to the City; (c) a cashier's check made payable to the City; or (d) a bid bond payable to the City executed by the bidder as principal and surety as obligor in an amount not less than 10% of the maximum amount of the bid. Personal sureties and unregistered surety companies are unacceptable. The surety insurer shall be California admitted surety insurer, as defined in Code of Civil Procedure Section 995.120. The cash, check or bid bond shall be given as a guarantee that the bidder shall execute the Contract if it be awarded to the bidder, shall provide the payment and performance bonds and insurance certificates and endorsements as required herein within ten (10) calendar days after notification of the award of the Contract to the bidder. Failure to provide the required documents may result in forfeiture of the bidder's bid deposit or bond to the City and the City may award the Contract to the next lowest responsive, responsible bidder, or may call for new bids.

**SUBMISSION OF BIDS:**

Once the Bid and supporting documents have been completed and signed as set forth herein, they shall be mailed or hand delivered to the City at the place and to the attention of the person indicated in the Notice Inviting Bids. No oral or telephonic bids will be considered. No forms transmitted via facsimile, or any other electronic means will be considered unless specifically authorized by City as provided herein.

Only where expressly permitted in the Notice Inviting Bids, may Bidders submit their bids via electronic transmission pursuant to Public Contract Code Sections 1600 and 1601. The acceptable method(s) of electronic transmission shall be stated in the Notice Inviting Bids. City reserves the right to not accept electronically transmitted bids where not specifically authorized in the Notice Inviting Bids, and may reject any bid not strictly complying with City's designated methods for delivery.

**DELIVERY AND OPENING OF BIDS**

Bids will be received by the City at the address shown in the Notice Inviting Bids up to the date and time shown therein. It is the Bidder's sole responsibility to ensure that its Bid is received as specified. Bids may be submitted earlier than the dates(s) and time(s) indicated.

Bids will be opened at the date and time stated in the Notice Inviting Bids, and the amount of each Bid will be read aloud and recorded. All Bidders may, if they desire, attend the opening of Bids at the address specified in the NIB. The City may in its sole discretion, elect to postpone the opening of the submitted Bids. City reserves the right to reject any or all Bids and to waive any informality or irregularity in any Bid. In the event of a discrepancy between the written amount of the Bid Price and the numerical amount of the

**INSTRUCTIONS TO BIDDERS**



Bid Price, the written amount shall govern.

**WITHDRAWAL OF BID:**

Prior to bid opening, a Bid may be withdrawn by the Bidder only by means of a written request signed by the Bidder or its properly authorized representative.

**BASIS OF AWARD; BALANCED BIDS:**

The City shall award the Contract to the lowest responsive, responsible Bidder submitting a responsive Bid. The City may reject any Bid which, in its opinion when compared to other bids received or to the City's internal estimates, does not accurately reflect the cost to perform the Work. The City may reject as non-responsive any bid which unevenly weights or allocates costs, including but not limited to overhead and profit to one or more particular bid items.

**DISQUALIFICATION OF BIDDERS; INTEREST IN MORE THAN ONE BID:**

No bidder shall be allowed to make, submit or be interested in more than one bid. However, a person, firm, corporation or other entity that has submitted a subproposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a subproposal or quoting prices to other bidders submitting a bid to the City. No person, firm, corporation, or other entity may submit subproposal to a bidder, or quote prices of materials to a bidder, when also submitting a prime bid on the same Project.

**INSURANCE REQUIREMENTS:**

The successful bidder shall procure the insurance in the form and in the amount specified in the Contract Documents.

**AWARD PROCESS:**

Once all Bids are opened and reviewed to determine the lowest responsive and responsible Bidder, the City Council may award the contract. The apparent successful Bidder should begin to prepare the following documents: (1) the Performance Bond; (2) the Payment (Labor and Materials) Bond; and (3) the required insurance certificates and endorsements. Once the City notifies the Bidder of the award, the Bidder will have ten (10) consecutive calendar days from the date of this notification to execute the Contract and supply the City with all of the required documents and certifications. Regardless whether the Bidder supplies the required documents and certifications in a timely manner, the Contract time will begin to run ten (10) calendar days from the date of the notification. Once the City receives all of the properly drafted and executed documents and certifications from the Bidder, the City shall issue a Notice to Proceed to that Bidder.

**FILING OF BID PROTESTS**

Bidders may file a "protest" of a Bid with the City's City Engineer. In order for a Bidder's protest to be considered valid, the protest must:

- Be filed in writing within five (5) calendar days after the bid opening date;
- Clearly identify the specific irregularity or accusation;

**INSTRUCTIONS TO BIDDERS**



- Clearly identify the specific City staff determination or recommendation being protested;
- Specify, in detail, the grounds of the protest and the facts supporting the protest; and
- Include all relevant, supporting documentation with the protest at time of filing.

If the protest does not comply with each of these requirements, it will be rejected as invalid. If the protest is valid, the City's City Engineer, or other designated City staff member, shall review the basis of the protest and all relevant information. The City Engineer will provide a written decision to the protestor. The protestor may then appeal the decision of the City Engineer to the City Manager.

#### WORKERS COMPENSATION:

Each bidder shall submit the Contractor's Certificate Regarding Workers' Compensation form.

#### SUBSTITUTION OF SECURITY:

The Contract Documents call for monthly progress payments based upon the percentage of the work completed. The City will retain five percent (5%) of each progress payment as provided by the Contract Documents. At the request and expense of the successful Bidder, the City will substitute securities for the amount so retained in accordance with Public Contract Code Section 22300.

#### PREVAILING WAGES:

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates, including the per diem wages applicable to the work, and for holiday and overtime work, including employer payments for health and welfare, pension, vacation, and similar purposes, in the County of Riverside in which the work is to be done, have been determined by the Director of the Department of Industrial Relations, State of California. These wages are set forth in the General Prevailing Wage Rates for this project, available from the California Department of Industrial Relations' Internet web site at [www.dir.ca.gov](http://www.dir.ca.gov). Future effective prevailing wage rates which have been predetermined, and are on file with the California Department of Industrial Relations, are referenced but not printed in the general prevailing wage rates. Pursuant to SB 854, which amended the Prevailing Wage Laws, this Contract is subject to compliance monitoring and enforcement by the DIR. Beginning March 1, 2015, with very limited exceptions, no contractor or subcontractor may be listed on a bid proposal for this Contract unless registered with the DIR pursuant to Labor Code section 1725.5. Beginning April 1, 2015, no contractor or subcontractor may be awarded this Contract unless registered with the DIR pursuant to Labor Code section 1725.5. The DIR registration number for each contractor and subcontractor must be identified on the bid proposal - failure to identify this number could result in the bid being rejected as non-responsive. It is each bidder's responsibility to ensure that they have fully complied with SB 854. The City will report all necessary contracts to the DIR as required by the Prevailing Wage Laws.

### INSTRUCTIONS TO BIDDERS



#### **DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS:**

In accordance with the provisions of the Labor Code, contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Section 1777.1 or Section 1777.7 of the Labor Code. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid to a debarred subcontractor by the Contractor for the Project shall be returned to the City. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

#### **PERFORMANCE AND PAYMENT BOND REQUIREMENTS:**

Within the time specified in the Contract Documents, the Bidder to whom a Contract is awarded shall deliver to the City four identical counterparts of the Performance Bond and Payment (Labor and Materials) Bond in the form supplied by the City and included in the Contract Documents. Failure to do so may, in the sole discretion of City, result in the forfeiture of the Bid Guarantee. The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to the City. The Performance Bond and the Payment (Labor and Materials) Bond shall be for one hundred percent (100%) of the Total Bid Price.

#### **REQUEST FOR SUBSTITUTIONS**

The successful bidder shall comply with the substitution request provisions set forth in the Special Conditions, including any deadlines for substitution requests which may occur prior to the bid opening date.

#### **SALES AND OTHER APPLICABLE TAXES, PERMITS, LICENSES AND FEES**

Contractor and its subcontractors performing work under this Contract will be required to pay California sales tax and other applicable taxes, and to pay for permits, licenses and fees required by the agencies with authority in the jurisdiction in which the work will be located, unless otherwise expressly provided by the Contract Documents.

#### **EXECUTION OF CONTRACT**

As required herein the Bidder to whom an award is made shall execute the Contract in the amount determined by the Contract Documents. The City may require appropriate evidence that the persons executing the Contract are duly empowered to do so.

**END OF INSTRUCTIONS TO BIDDERS**

**INSTRUCTIONS TO BIDDERS**



## BID FORM

NAME OF BIDDER: \_\_\_\_\_

The undersigned, hereby declare that we have carefully examined the location of the proposed Work, and have read and examined the Contract Documents, including all plans, specifications, and all addenda, if any, for the following Project:

### CITYWIDE TRAFFIC SIGNAL MAINTENANCE

#### REGULARLY SCHEDULED MAINTENANCE ACTIVITIES:

This is an all-inclusive, firm fixed price Contract between the City and Contractor for Traffic Signal Maintenance Services, as set forth in the Scope of Work. We hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the Scope of Work for the following BASE BID TOTAL BID PRICE:

BASE BID	BASE BID PRICE (IN WRITTEN FORM)	BID PRICE (IN NUMBERS)
(A) MONTHLY SCHEDULED MAINTENANCE PRICE		
(B) MONTHLY EXTRA WORK AND EXTRAORDINARY/ EMERGENCY MAINTENANCE	FIVE THOUSAND DOLLARS (fixed cost for bidding purposes)	\$5,000
TOTAL MONTHLY PRICE (A + B)		
TOTAL ANNUAL BID PRICE (total monthly X 12 months)		



Bid will be awarded based on the total annual bid price, which includes the monthly scheduled maintenance price and monthly extra work and extraordinary / emergency maintenance.

The contractor must provide with their bid a detailed schedule of prices for **ALL** labor, material, and equipment used in the determination of their monthly regularly scheduled maintenance activities. This should include hourly billable costs for all labor, material, and equipment required by the Scope of Work. All hourly fee schedules should be based on the contractor's current fee schedule rates. The cost schedule shall clearly identify the estimated man-hours by classification and expenses required for each work item, including all sub-consultants and contractors required to complete the Scope of Work.

In case of discrepancy between the written price and the numerical price, the written price shall prevail.

**EXTRA WORK AND EXTRAORDINARY/EMERGENCY MAINTENANCE:**

Bid will be awarded based on the total annual bid price, which includes the monthly scheduled maintenance price and monthly extra work and extraordinary / emergency maintenance. For bidding purposes, an estimated fixed cost of five thousand dollars has been provided. Actual costs for extra work and extraordinary/emergency maintenance activities shall be determined using the detailed schedule of prices for regularly scheduled maintenance activities provided by the contractor as described above.



## BID CERTIFICATION

Bidder certifies that it is licensed in accordance with the law providing for the registration of Contractors,

License No. \_\_\_\_\_

Expiration Date \_\_\_\_\_

Class of license \_\_\_\_\_

If the bidder is a joint venture, each member of the joint venture must include the above information.

The undersigned acknowledges receipt, understanding and full consideration of the following addenda to the Contract Documents:

1. Addenda No. \_\_\_\_\_ thru \_\_\_\_\_
2. Attached is the required bid security in the amount of not less than 10% of the Total Bid Price.
3. Attached is the fully executed Non-Collusion Affidavit form.
4. Attached is the completed Designation of Subcontractors form.
5. Attached is the completed Bidder Information Form.
6. Attached is the completed Contractor's Certificate Regarding Workers' Compensation form.

Bidder acknowledges and understands that, pursuant to Public Contract Code Section 20676, sellers of "mined material" must be on an approved list of sellers published pursuant to Public Resources Code Section 2717(b) in order to supply mined material for this Contract.

I hereby certify under penalty of perjury under the laws of the State of California, that all of the information submitted in connection with this Bid and all of the representations made herein are true and correct.

Name of Bidder \_\_\_\_\_

Signature \_\_\_\_\_

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

Dated \_\_\_\_\_



## **CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION**

### **CITYWIDE TRAFFIC SIGNAL MAINTENANCE**

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

Name of Bidder \_\_\_\_\_

Signature \_\_\_\_\_

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

Dated \_\_\_\_\_



## **BID BOND**

### **CITYWIDE TRAFFIC SIGNAL MAINTENANCE**

The makers of this bond are,

---

as Principal, and

---

, as Surety

and are held and firmly bound unto the City of Beaumont, hereinafter called the City, in the penal sum of TEN PERCENT (10%) OF THE TOTAL BID PRICE of the Principal submitted to CITY for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated \_\_\_\_\_, 20\_\_\_\_, for

### **CITYWIDE TRAFFIC SIGNAL MAINTENANCE**

If the Principal does not withdraw its bid within the time specified in the Contract Documents; and if the Principal is awarded the Contract and provides all documents to the City as required by the Contract Documents; then this obligation shall be null and void. Otherwise, this bond will remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents shall in affect its obligation under this bond, and Surety does hereby waive notice of any such changes.

In the event a lawsuit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all litigation expenses incurred by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and expenses.



IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporation.

(Corporate Seal)

\_\_\_\_\_  
Principal

\_\_\_\_\_  
By

\_\_\_\_\_  
Title

(Corporate Seal)

\_\_\_\_\_  
Surety

\_\_\_\_\_  
By

\_\_\_\_\_  
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

\_\_\_\_\_  
Title

STATE OF CALIFORNIA     )  
                                     ) ss.

CITY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_, before me,  
\_\_\_\_\_, a Notary Public in and for said state, personally  
appeared \_\_\_\_\_, known to me to be the person  
whose name is subscribed to the within instrument as the Attorney-In-Fact of the  
(Surety) acknowledged to me that he subscribed the name of the  
\_\_\_\_\_ (Surety) thereto and his own name as Attorney-In-  
Fact.

Notary Public in and for said State

(SEAL)

Commission expires: \_\_\_\_\_

NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must be attached hereto.



## **DESIGNATION OF SUBCONTRACTORS**

### **CITYWIDE TRAFFIC SIGNAL MAINTENANCE**

In compliance with the Subletting and Subcontracting Fair Practices Act of the Public Contract Code of the State of California, each bidder shall set forth below: (a) the name and the location of the place of business and (b) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Contractor in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater.

Portion of the Work	Subcontractor	Location of Business	% of Work



Portion of the Work	Subcontractor	Location of Business	% of Work

Name of Bidder \_\_\_\_\_

Signature \_\_\_\_\_

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

Dated \_\_\_\_\_

**DESIGNATION OF SUBCONTRACTORS**



## INFORMATION REQUIRED OF BIDDERS

### CITYWIDE TRAFFIC SIGNAL MAINTENANCE

#### A. INFORMATION ABOUT BIDDER

[\*\*Indicate not applicable ("N/A") where appropriate.\*\*]

NOTE: Where Bidder is a joint venture, pages shall be duplicated and information provided for all parties to the joint venture.

1.0 Name of Bidder: \_\_\_\_\_

2.0 Type, if Entity: \_\_\_\_\_

3.0 Bidder Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Facsimile Number

Telephone Number

4.0 License Information:

License No.

Class of License

Expiration Date

DIR Registration No.

5.0 How many years has Bidder's organization been in business as a Contractor?

\_\_\_\_\_

5.1 How many years has Bidder's organization been in business under its present name? \_\_\_\_\_

6.0 Under what other or former names has Bidder's organization operated?

\_\_\_\_\_

7.0 If Bidder's organization is a corporation, answer the following:

#### INFORMATION REQUIRED OF BIDDERS



- 7.1 Date of Incorporation: \_\_\_\_\_
- 7.2 State of Incorporation: \_\_\_\_\_
- 7.3 President's Name: \_\_\_\_\_
- 7.4 Vice-President's Name(s): \_\_\_\_\_
- 7.5 Secretary's Name: \_\_\_\_\_
- 7.6 Treasurer's Name: \_\_\_\_\_
- 8.0 If an individual or a partnership, answer the following:
- 8.1 Date of Organization: \_\_\_\_\_
- 8.2 Name and address of all partners (state whether general or limited partnership): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 9.0 If other than a corporation or partnership, describe organization and name principals: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 10.0 List other states in which Bidder's organization is legally qualified to do business.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 11.0 What type of work does the Bidder normally perform with its own forces?  
\_\_\_\_\_  
\_\_\_\_\_
- 12.0 Has Bidder ever failed to complete any work awarded to it? If so, note when,

**INFORMATION REQUIRED OF BIDDERS**



where, and why:

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13.0 Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract?

If so, attach a separate sheet of explanation:

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14.0 List Trade References:

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15.0 List Bank References (Bank and Branch Address):

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16.0 Name of Bonding Company and Name and Address of Agent:

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**B. LIST OF CURRENT PROJECTS (Backlog)**

[\*\*Duplicate Page if needed for listing additional current projects.\*\*]

Project	Description of Bidder's Work	Completion Date	Cost of Bidder's Work	Contact Name & Phone



**C. LIST OF COMPLETED PROJECTS - LAST THREE YEARS**

[\*\*Duplicate Page if needed for listing additional completed projects.\*\*]

Please include only those projects which are similar enough to demonstrate Bidder's ability to perform the required Work.

Project Client	Description of Bidder's Work	Period of Performance	Cost of Bidder's Work	Contact Name & Phone



**D. EXPERIENCE AND TECHNICAL QUALIFICATIONS QUESTIONNAIRE**

Personnel:

The Bidder shall identify the key personnel to be assigned to this project in a management, construction supervision or engineering capacity.

1. List each person's job title, name and percent of time to be allocated to this project:

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2. Summarize each person's specialized education:

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3. List each person's years of construction experience relevant to the project:

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4. Summarize such experience:

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Bidder agrees that personnel named in this Bid will remain on this Project until completion of all relevant Work, unless substituted by personnel of equivalent experience and qualifications approved in advance by the City.



**Additional Bidder's Statements:**

If the Bidder feels that there is additional information which has not been included in the questionnaire above, and which would contribute to the qualification review, it may add that information in a statement here or on an attached sheet, appropriately marked:

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**E. VERIFICATION AND EXECUTION**

These Bid Forms shall be executed only by a duly authorized official of the Bidder:  
I declare under penalty of perjury under the laws of the State of California that the foregoing information is true and correct:

Name of Bidder \_\_\_\_\_

Signature \_\_\_\_\_

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

Dated \_\_\_\_\_



## **NON-COLLUSION AFFIDAVIT**

### **CITYWIDE TRAFFIC SIGNAL MAINTENANCE**

I, \_\_\_\_\_, being first duly sworn, deposes and says that he is of \_\_\_\_\_ the party making the attached bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Name of Bidder \_\_\_\_\_

Signature \_\_\_\_\_

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

Dated \_\_\_\_\_



## PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, \_\_\_\_\_ (hereinafter referred to as "City") has awarded to \_\_\_\_\_, (hereinafter referred to as the "Contractor") \_\_\_\_\_ an agreement for \_\_\_\_\_ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated \_\_\_\_\_, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, \_\_\_\_\_, the undersigned Contractor and \_\_\_\_\_ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the sum of \_\_\_\_\_ DOLLARS, (\$\_\_\_\_\_), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorney's fees, incurred by City in enforcing such obligation.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by City, during which



time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the City's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City's option:

- (1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- (2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.
- (3) Permit the City to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the CITY, when declaring the Contractor in default, notifies Surety of the City's objection to Contractor's further participation in the completion of the Project.



The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project.

[Remainder of Page Left Intentionally Blank.]



IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
CONTRACTOR/PRINCIPAL

\_\_\_\_\_  
Name

By \_\_\_\_\_

SURETY:

By: \_\_\_\_\_  
Attorney-In-Fact

The rate of premium on this bond is \_\_\_\_\_ per thousand. The total amount of  
premium charges, \$\_\_\_\_\_.  
(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Name and Address of Agent or  
Representative for service of  
process in California, if different  
from above) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Telephone number of Surety and \_\_\_\_\_  
Agent or Representative for service  
of process in California

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## PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of Beaumont (hereinafter designated as the "City"), by action taken or a resolution passed \_\_\_\_\_, 20\_\_ has awarded to \_\_\_\_\_ hereinafter designated as the "Principal," a contract for the work described as follows:

\_\_\_\_\_ (the "Project"); and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and \_\_\_\_\_ as Surety, are held and firmly bound unto the City in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 3181 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Section 3181 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.



It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 3110 or 3112 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed unoriginal thereof, have been duly executed by the Principal and Surety above named, on the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

(Corporate Seal of Principal,  
if corporation)

\_\_\_\_\_  
Principal (Property Name of Contractor)

By \_\_\_\_\_  
(Signature of Contractor)

(Seal of Surety)

\_\_\_\_\_  
Surety

By \_\_\_\_\_  
Attorney in Fact

(Attached Attorney-In-Fact Certificate and Required Acknowledgements)

\*Note: Appropriate Notarial Acknowledgments of Execution by Contractor and +surety and a power of Attorney MUST BE ATTACHED.



## **02 GENERAL CONDITIONS**

### **CITYWIDE TRAFFIC SIGNAL MAINTENANCE**



## **03 SCOPE OF WORK**

### **CITYWIDE TRAFFIC SIGNAL MAINTENANCE**



## **04 TRAFFIC SIGNAL MAP & EQUIPMENT INVENTORY**

### **CITYWIDE TRAFFIC SIGNAL MAINTENANCE**



## **05 MAINTENANCE AGREEMENT**

### **CITYWIDE TRAFFIC SIGNAL MAINTENANCE**

**EXHIBIT “B”**

CONTRACTOR’S BID

(Insert behind this page.)



## BID FORM

NAME OF BIDDER: \_\_\_\_\_

The undersigned, hereby declare that we have carefully examined the location of the proposed Work, and have read and examined the Contract Documents, including all plans, specifications, and all addenda, if any, for the following Project:

### CITYWIDE TRAFFIC SIGNAL MAINTENANCE

#### REGULARLY SCHEDULED MAINTENANCE ACTIVITIES:

This is an all-inclusive, firm fixed price Contract between the City and Contractor for Traffic Signal Maintenance Services, as set forth in the Scope of Work. We hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the Scope of Work for the following BASE BID TOTAL BID PRICE:

BASE BID	BASE BID PRICE (IN WRITTEN FORM)	BID PRICE (IN NUMBERS)
(A) MONTHLY SCHEDULED MAINTENANCE PRICE	Three Thousand Dollars.  (\$120.00 Per Intersection)	\$3,000.00
(B) MONTHLY EXTRA WORK AND EXTRAORDINARY/ EMERGENCY MAINTENANCE	FIVE THOUSAND DOLLARS (fixed cost for bidding purposes)	\$5,000
TOTAL MONTHLY PRICE (A + B)	Eight Thousand Dollars	\$8,000.00
TOTAL ANNUAL BID PRICE (total monthly X 12 months)	Ninety Six Thousand Dollars	\$96,000.00



Bid will be awarded based on the total annual bid price, which includes the monthly scheduled maintenance price and monthly extra work and extraordinary / emergency maintenance.

The contractor must provide with their bid a detailed schedule of prices for **ALL** labor, material, and equipment used in the determination of their monthly regularly scheduled maintenance activities. This should include hourly billable costs for all labor, material, and equipment required by the Scope of Work. All hourly fee schedules should be based on the contractor's current fee schedule rates. The cost schedule shall clearly identify the estimated man-hours by classification and expenses required for each work item, including all sub-consultants and contractors required to complete the Scope of Work.

In case of discrepancy between the written price and the numerical price, the written price shall prevail.

**EXTRA WORK AND EXTRAORDINARY/EMERGENCY MAINTENANCE:**

Bid will be awarded based on the total annual bid price, which includes the monthly scheduled maintenance price and monthly extra work and extraordinary / emergency maintenance. For bidding purposes, an estimated fixed cost of five thousand dollars has been provided. Actual costs for extra work and extraordinary/emergency maintenance activities shall be determined using the detailed schedule of prices for regularly scheduled maintenance activities provided by the contractor as described above.

**DETAILED SCHEDULE OF PRICES**  
**CROSSTOWN ELECTRICAL & DATA, INC.**

ITEM	DESCRIPTION	HOURLY	O. T. RATE	D. T. RATE	
1	SIGNAL MAINTENANCE SUPER.	\$114.00	\$149.00	\$195.00	
2	SIGNAL MAINTENANCE TECH.	\$114.00	\$149.00	\$195.00	
3	BENCH TECH (IN LAB REPAIRS/TEST)	\$106.00	\$137.00	\$178.00	
4	LABORER	\$102.00	\$132.00	\$171.00	
5	BUCKET TRUCK	\$39.00	\$39.00	\$39.00	
6	UTILITY/WORK TRUCK	\$35.00	\$35.00	\$35.00	
7	COMPRESSOR W/ TOOLS	\$15.00	\$15.00	\$15.00	
8	CRANE	\$120.00	\$120.00	\$120.00	
9	PICK-UP TRUCK	\$15.00	\$15.00	\$15.00	
10	ARROW-BOARD	\$15.00	\$15.00	\$15.00	
11	<b>MATERIAL - TO BE CHARGED AT COST PLUS SALES TAX AND 15% MARK-UP</b>				



## BID CERTIFICATION

Bidder certifies that it is licensed in accordance with the law providing for the registration of Contractors,

License No. 756309

Expiration Date 11/30/2026

Class of license CLASS A & C-10

If the bidder is a joint venture, each member of the joint venture must include the above information.


The undersigned acknowledges receipt, understanding and full consideration of the following addenda to the Contract Documents:

1. Addenda No. 1 thru 2
2. Attached is the required bid security in the amount of not less than 10% of the Total Bid Price.
3. Attached is the fully executed Non-Collusion Affidavit form.
4. Attached is the completed Designation of Subcontractors form.
5. Attached is the completed Bidder Information Form.
6. Attached is the completed Contractor's Certificate Regarding Workers' Compensation form.

Bidder acknowledges and understands that, pursuant to Public Contract Code Section 20676, sellers of "mined material" must be on an approved list of sellers published pursuant to Public Resources Code Section 2717(b) in order to supply mined material for this Contract.

I hereby certify under penalty of perjury under the laws of the State of California, that all of the information submitted in connection with this Bid and all of the representations made herein are true and correct.

Name of Bidder CROSSTOWN ELECTRICAL & DATA, INC.

Signature 

Name and Title DAVID P. HEERMANCE, PRESIDENT


Dated MARCH 31, 2025



## CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

### CITYWIDE TRAFFIC SIGNAL MAINTENANCE

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

Name of Bidder	<u>CROSSTOWN ELECTRICAL &amp; DATA, INC.</u>
Signature	<u></u>
Name and Title	<u>DAVID P. HEERMANCE, PRESIDENT</u>
Dated	<u>MARCH 31, 2025</u>



**BID BOND**  
**CITYWIDE TRAFFIC SIGNAL MAINTENANCE**

The makers of this bond are,

---

Crosstown Electrical & Data, Inc.  
as Principal, and

---

Fidelity and Deposit Company of Maryland  
, as Surety

and are held and firmly bound unto the City of Beaumont, hereinafter called the City, in the penal sum of TEN PERCENT (10%) OF THE TOTAL BID PRICE of the Principal submitted to CITY for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated March 31st, 2025, for

**CITYWIDE TRAFFIC SIGNAL MAINTENANCE**

If the Principal does not withdraw its bid within the time specified in the Contract Documents; and if the Principal is awarded the Contract and provides all documents to the City as required by the Contract Documents; then this obligation shall be null and void. Otherwise, this bond will remain in full force and effect.

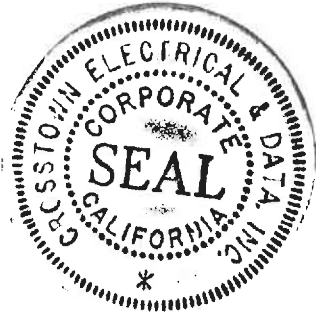
Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents shall in affect its obligation under this bond, and Surety does hereby waive notice of any such changes.

In the event a lawsuit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all litigation expenses incurred by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and expenses.

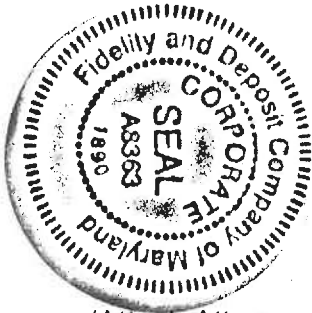


IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this 28th day of March, 2025, the name and corporate seal of each corporation.

(Corporate Seal)



(Corporate Seal)



(Attach Attorney-in-Fact Certificate)

Crosstown Electrical & Data, Inc.

Principal

By David P. Heermance

President  
Title

Fidelity and Deposit Company of Maryland

Surety

By Adrian Langrell  
Adrian Langrell  
Attorney-in-Fact

Attorney-in-Fact

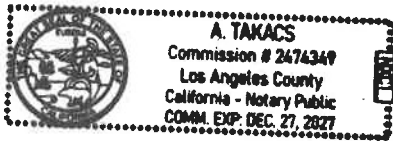
Title



STATE OF CALIFORNIA )

CITY OF Irwindale ) ss.

On this 31st day of March, in the year 2025 before me,  
A. TAKACS, a Notary Public in and for said state, personally  
appeared DAVID P. HEERMANCE, known to me to be the person  
whose name is subscribed to the within instrument as the Attorney-In-Fact of the  
(Surety) acknowledged to me that he subscribed the name of the  
\_\_\_\_\_  
\_\_\_\_\_  
(Surety) thereto and his own name as Attorney-In-  
Fact.



A. Takacs

Notary Public in and for said State

(SEAL)

Commission expires: Dec 27, 2027

NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must be attached hereto.

## 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 Orange

On 03/28/2025 before me, Shaunna Rozelle Ostrom, Notary Public  
(insert name and title of the officer)

personally appeared Adrian Langrell,  
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)  
Shaunna Rozelle Ostrom



**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Christopher Nolan, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Daniel HUCKABAY, Frank MORONES, Dwight REILLY, Arturo AYALA, Shaunna ROZELLE OSTROM, Benjamin WOLFE, Chelsea LIBERATORE, Ben STONG, Michael D. STONG, R. NAPPI, Adrian LANGRELL, Magdalena R. WOLFE of Orange, California**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 20th day of February, A.D. 2025.



**ATTEST:**  
**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

*Christopher Nolan*

By: *Christopher Nolan*  
Vice President

*Dawn E. Brown*

By: *Dawn E. Brown*  
Secretary

**State of Maryland  
County of Baltimore**

On this 20 th day of February, A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Christopher Nolan, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

*Genevieve M. Maison*

Genevieve M. Maison  
Notary Public  
My Commission Expires January 27, 2029



## EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

### CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

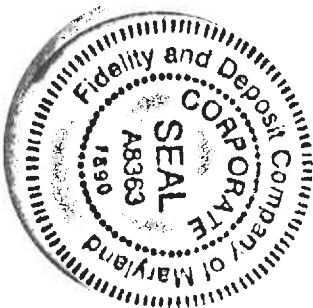
This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 28th day of March, 2025.



*MJ Pethick*

Mary Jean Pethick  
Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
[reportsfclaims@zurichna.com](mailto:reportsfclaims@zurichna.com)  
800-626-4577

Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://bondvalidator.zurichna.com) or 410-559-8790



## DESIGNATION OF SUBCONTRACTORS

### CITYWIDE TRAFFIC SIGNAL MAINTENANCE


In compliance with the Subletting and Subcontracting Fair Practices Act of the Public Contract Code of the State of California, each bidder shall set forth below: (a) the name and the location of the place of business and (b) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Contractor in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater.

Portion of the Work	Subcontractor	Location of Business	% of Work
NONE			



Portion of the Work	Subcontractor	Location of Business	% of Work
NONE			

Name of Bidder CROSSTOWN ELECTRICAL & DATA, INC.

Signature 

Name and Title DAVID P. HEERMANCE, PRESIDENT

Dated MARCH 31, 2025



## INFORMATION REQUIRED OF BIDDERS

### CITYWIDE TRAFFIC SIGNAL MAINTENANCE

#### A. INFORMATION ABOUT BIDDER

[\*\*Indicate not applicable ("N/A") where appropriate.\*\*]

NOTE: Where Bidder is a joint venture, pages shall be duplicated and information provided for all parties to the joint venture.

1.0 Name of Bidder: CROSSTOWN ELECTRICAL & DATA, INC.

2.0 Type, if Entity: C-CORPORATION

3.0 Bidder Address: 5454 DIAZ STREET, IRWINDALE, CA, 91706

\_\_\_\_\_

\_\_\_\_\_

<u>626-869-0192</u>	<u>626-813-6693</u>
Facsimile Number	Telephone Number

4.0 License Information:

<u>756309</u>	<u>CLASS A &amp; C-10</u>	<u>11/30/2026</u>
License No.	Class of License	Expiration Date

1000000155  
DIR Registration No.

5.0 How many years has Bidder's organization been in business as a Contractor?

26 YEARS

5.1 How many years has Bidder's organization been in business under its present name? 26 YEARS

6.0 Under what other or former names has Bidder's organization operated?

NONE

7.0 If Bidder's organization is a corporation, answer the following:

#### INFORMATION REQUIRED OF BIDDERS



- 7.1 Date of Incorporation: 10/13/1998
- 7.2 State of Incorporation: CALIFORNIA
- 7.3 President's Name: DAVID P. HEERMANCE
- 7.4 Vice-President's Name(s): NONE
- 7.5 Secretary's Name: ANDREA HEERMANCE
- 7.6 Treasurer's Name: BENJAMIN HEERMANCE

8.0 If an individual or a partnership, answer the following:

- 8.1 Date of Organization: N/A
- 8.2 Name and address of all partners (state whether general or limited partnership): N/A
- \_\_\_\_\_
- \_\_\_\_\_

9.0 If other than a corporation or partnership, describe organization and name principals: N/A

\_\_\_\_\_

10.0 List other states in which Bidder's organization is legally qualified to do business.

ONLY CALIFORNIA

\_\_\_\_\_

\_\_\_\_\_

11.0 What type of work does the Bidder normally perform with its own forces?

CROSSTOWN IS AN ELECTRICAL AND GENERAL CONTRACTOR FOCUSED ON INTELLIGENT TRANSPORTATION SYSTEMS, TRAFFIC SIGNAL MAINTENANCE PROJECT, FIBER OPTIC COMMUNICATION, AS WELL AS CONSTRUCTION SUCH AS TRAFFIC SIGNAL INSTALLATION, STREET LIGHTING, VIDEO DETECTION, CONDUIT, PULL BOXES.

12.0 Has Bidder ever failed to complete any work awarded to it? If so, note when,

**INFORMATION REQUIRED OF BIDDERS**



where, and why:

NO, NONE

---

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13.0 Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract?

If so, attach a separate sheet of explanation:

NO

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14.0 List Trade References:

**NEXTECH SYSTEMS**, JANNA MCKHANN, 949-916-2664 -

13885 ALTON PARKWAY, STE. A, IRVINE, CA

**CSC/ANIXTER**, SOCORRO LAZALDE, 714-670-5858 -

6251 KNOTT AVE., BUENA PARK, CA

**ETHERWAN SYSTEMS**, STEVE FRANK, 714-350-1682 -

2301 E. WINSTON RD., ANAHEIM, CA

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15.0 List Bank References (Bank and Branch Address):

AMERICAN BUSINESS BANK, TRUDY SANDS, 310-808-1200

970 W. 190TH STREET, SUITE 301, TORRANCE, CA

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16.0 Name of Bonding Company and Name and Address of Agent:

**BONDING COMPANY:** COMMERCIAL SURETY BOND AGENCY;

ADRIAN LANGRELL, 714-516-1232, 1411 N. BATAVIA ST., SUITE 201, ORANGE, CA

**SURETY:** FIDELITY AND DEPOSIT COMPANY OF MARYLAND;

777 SOUTH FIGUEROA ST., SUITE 3900, LOS ANGELES, CA; 213-270-0600

---



**B. LIST OF CURRENT PROJECTS (Backlog)**

[\*\*Duplicate Page if needed for listing additional current projects.\*\*]

Project	Description of Bidder's Work	Completion Date	Cost of Bidder's Work	Contact Name & Phone
SAN DIMAS - TS MAINTENANCE	TRAFFIC SIGNAL MAINTENANCE & EMERGENCY ON CALL	ON GOING	150,000/YR	CHASE BUCKELEW 909-374-6270
HEMET TS MAINTENANCE	TRAFFIC SIGNAL MAINTENANCE & EMERGENCY ON CALL	ON GOING	68,000	MATT DEVORE 951-765-3710
LAGUNA HILLS TS MAINTENANCE	TRAFFIC SIGNAL MAINTENANCE & EMERGENCY ON CALL	ON GOING	135,000/YR	KENNETH ROSENFELD 949-707-2655
EL MONTE TS MAINTENANCE	TRAFFIC SIGNAL MAINTENANCE & EMERGENCY ON CALL	ON GOING	60,000/YR	FRANK DREVDAHL
BELL - TS MAINTENANCE	TRAFFIC SIGNAL MAINTENANCE & EMERGENCY ON CALL	ON GOING	\$300,000	GABINO LUNA 323-923-2632
COACHELLA VALLEY	FURNISH & INSTALL CONDUIT, WIRELESS	5/2025	\$88,704,608.00	ERIC COWLE
ASSOCIATION OF GOVERNMENTS	SYSTEMS, FIBER CABLE & COMMUNICATION EQUIPMENT			760-346-1127
CITY OF LOS ANGELES	TRAFFIC SIGNAL INSTALLATIONS & MODIFICATION	5/2025	\$10,314,023.95	
CITY OF ACADIA	TRAFFIC SIGNAL INSTALLATIONS & MODIFICATION	ON GOING	\$85,000.00	ANNABEL CARRILLO 626-2542720



**C. LIST OF COMPLETED PROJECTS - LAST THREE YEARS**

[\*\*Duplicate Page if needed for listing additional completed projects.\*\*]

Please include only those projects which are similar enough to demonstrate Bidder's ability to perform the required Work.

Project Client	Description of Bidder's Work	Period of Performance	Cost of Bidder's Work	Contact Name & Phone
COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS	FURNISH & INSTALL CONDUIT, WIRELESS SYSTEMS, FIBER CABLE & COMMUNICATION EQUIPMENT	08/2021 07/2023	\$21,504,505.68	ERIC COWLE 760-346-1127
CITY OF SANTA CLARITA	FURNISH & INSTALL CONDUIT FIBER CABLE & COMMUNICATION EQUIPMENT	07/2022 12/2022	\$2,677,098.81	CESAR ROMO 661-286-4002
DEPARTMENT OF TRANSPORTATION	ON-CALL AND/OR SCHEDULED MAINTENANCE SUPPORT & REPAIR FOR THE TRAFFIC MANAGEMENT SYSTEM ELEMENTS, COMMUNICATION INFRASTRUCTURE, HUBS, & CABINETS IN DISTRICT 7&8, TO INCLUDE NECESSARY REPAIR, TESTING, SPLICING, RESTORATION TO MAINTAIN THE SYSTEM AS WELL AS MAINTAIN OUTSIDE PLANT INFRASTRUCTURE SUCH AS WIRELESS & FIBER OPTIC/COPPER COMMUNICATION.	COMPLETED 04/2023	\$5,917,281.00	RICK ARROYO 213-793-9480
CITY OF ANAHEIM	INSTALL SUBSTRUCTURES & SECONDARY CABLES, REPLACE EXISTING STREET LIGHT POLES THAT ALLOW CELL ANTENNAS ON TOP OF POLES	COMPLETED 10/2022	\$356,855.00	JOHN THAI 714-765-5176
AZUSA - TS MAINTENANCE	TRAFFIC SIGNAL MAINTENANCE & EMERGENCY ON CALL	06/2020	100,000	ROGBERT DELGADILLO 626-812-5248
DOWNEY TS MAINTENANCE	TRAFFIC SIGNAL MAINTENANCE & EMERGENCY ON CALL	12/2022	190,000	EDWIN NORRIS 562-904-7110



#### D. EXPERIENCE AND TECHNICAL QUALIFICATIONS QUESTIONNAIRE

**Personnel:**

The Bidder shall identify the key personnel to be assigned to this project in a management, construction supervision or engineering capacity.

1. List each person's job title, name and percent of time to be allocated to this project:

1. JERRY DAVIS - SENIOR TRAFFIC SIGNAL MAINTENANCE OPERATIONS MANAGER - 30%
2. HARESH VAIDYA - MAINTENANCE TECHNICIAN, IMSA LEVEL III, JOURNEYMAN ELECTRICIAN - 50%
3. SHEA GROTKE - MAINTENANCE TECHNICIAN, IMSA LEVEL III - 40%
4. GALT GROTKE - MAINTENANCE TECHNICIAN, IMSA LEVEL III - (BACK UP SUPPORT) - 15%

2. Summarize each person's specialized education:

1. JERRY DAVIS - IMSA LEVEL I & II TRAFFIC SIGNAL FIELD TECH CERT, IMSA WORK ZONE SAFETY, ~~ELECTRICIAN.~~
2. HARESH VAIDYA - IMSA LEVEL III FIELD CERT, JOURNEYMAN ELECTRICIAN, 30 HR OSHA CERT, ~~LOGIC CONTROL/PLC/COMPUTER OPERATOINS CERTIFIED.~~
3. SHEA GROTKE, IMSA LEVEL III TRAFFIC SIGNAL FIELD TECH CERT, BACHELOR OF ARTS IN COMPUTER SCIENCE, IMSA WORK ZONE TEMP TRAFFIC CONTROL CERT
4. GALT GROTKE - IMSA LEVEL III TRAFFIC SIGNAL FIELD TECH CERT, IMSA WORK SAFETY, CURRENT TRAINING ON ECONOLITE AND MCCAIN CONTROLLERS & SOFTWARE.

3. List each person's years of construction experience relevant to the project:

1. JERRY DAVIS - 38 YEARS
2. HARESH VAIDYA - 37 YEARS
3. SHEA GROTKE - 20 YEARS
4. GALT GROTKE - 10 YEARS

4. Summarize such experience:

1. **JERRY DAVIS** - HAS WORKED AS A UNION JOURNEYMAN, FOREMAN AND GF WITH EXPERIENCE IN TRAFFIC SIGNAL CONSTRUCTION, MAINTENANCE AND SERVICE OPERATIONS OVER THE PAST 38 YEARS. MR. DAVIS HAS STRONG LEADERSHIP SKILLS AND HAS BEEN MANAGING MAINTENANCE OPERATIONS SINCE 2013
2. **HARESH VAIDYA** - MR. VAIDYA HAS EXTENSIVE EXPERIENCE IN THE INDUSTRY, INCL. WORKING FOR ECONOLITE FOR 10 YRS TIMING DATA IN CONTROLLERS/REPAIR/TROUBLESHOOTING, SEE RESUME.
3. **SHEA GROTKE** - EXPERIENCE WITH TECHNICAL SUPPORT FOR TRAFFIC SIGNAL AND COMMUNICATIO  
CONTROLLER PROGRAMMING, CONFLICT MONITOR TESTING/PROGRAMMING, AND GENERAL  
CONSTRUCTION

Bidder agrees that personnel named in this Bid will remain on this Project until completion of all relevant Work, unless substituted by personnel of equivalent experience and qualifications approved in advance by the City.

4. **GALT GROKTE** - (BACKUP TECH) - GALT BRINGS AN ELECTRICAL BACKGROUND WORKING THE U.S. AIR FORCE, HE ALSO HAS EXPERIENCE PERFORMING SATE CERIFICATION TESTING ON CONTROLLER ASSEMBLIES. HE RUNS OUR BENCH REPAIR AND CONFLICT MONITOR TESTING

#### INFORMATION REQUIRED OF BIDDERS



Additional Bidder's Statements:

If the Bidder feels that there is additional information which has not been included in the questionnaire above, and which would contribute to the qualification review, it may add that information in a statement here or on an attached sheet, appropriately marked:

NONE

**E. VERIFICATION AND EXECUTION**

These Bid Forms shall be executed only by a duly authorized official of the Bidder:  
I declare under penalty of perjury under the laws of the State of California that the foregoing information is true and correct:

Name of Bidder CROSSTOWN ELECTRICAL & DATA. INC.

Signature

A handwritten signature in blue ink, appearing to read "David P. Heermance", is written over a horizontal line.

Name and Title DAVID P. HEERMANCE, PRESIDENT

Dated MARCH 31, 2025



## NON-COLLUSION AFFIDAVIT

### CITYWIDE TRAFFIC SIGNAL MAINTENANCE

I, DAVID P. HEERMANCE, being first duly sworn, deposes and says that he is of PRESIDENT the party making the attached bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Name of Bidder CROSSTOWN ELECTRICAL & DATA, INC.

Signature

A handwritten signature in blue ink, appearing to read "David P. Heermance", is written over a horizontal line.

Name and Title DAVID P. HEERMANCE, PRESIDENT

Dated MARCH 31, 2025

NON-COLLUSION AFFIDAVIT

## PROFESSIONAL SUMMARY

Experience and corresponding expertise has resulted in excellent qualifications as an **ELECTRICAL, ELECTRONIC** and **ELECTRO-MECHANICAL TECHNICIAN**. Possess strong technical skills with the ability to collaborate with engineers on prototypes and designs. Highly proficient at maintaining, assembling, troubleshooting electronics, electrical equipment and mechanical systems. Extensive knowledge of keypads, motor controllers, programming timers, voltage consumers, and testing equipment. Adept at reading blueprints and record-keeping. Self-motivated, flexible and detail-oriented. In-depth knowledge of NEC/PC diagram, electronic parts, and AC/DC high/low voltage power supply. Knowledge of 110V/220V/480V machinery power line & circuit breakers. Knowledge of commercial company lighting systems. Knowledge of 208V/277V/480V transformers.

### Key Strengths Include:

- Install, repair, and replace complex electrical/electronic equipment in both field and production settings.
- Change transformers at high/low voltage and repair motor controllers. Replace UPS (Battery Back unit) as well as changing circuit breakers and repairing in field wiring/unit.
- Strong mechanical aptitude in a variety of work environments.

## CERTIFICATIONS/ TRAINING

- IMSA Traffic Signal Field Technician Certifications, Levels III
- 30 HOUR OSHA CERTIFIED
- Licensed Journeyman Electrician
- HVAC Systems Training Plus E.P.A. 608 Universal Certified
- Brownson Technical School - Anaheim, Ca
- Logic Control/PLC/Computer Operations Certified
- Southern California Institute of Technology - Anaheim, CA
- Steam Operator's License Training
- The Gas Company's Energy Resource Center - Los Angeles, CA Electronics Troubleshooting Certificate
- Fullerton Community College, Electronic/Mechanical Apprentice Diploma
- Industrial Training Institute Wireman Apprentice Certified □ Technical Examination Board
- Radio Engineering and Practical Training Certificate, Eagle Radio and Television Institute of Technology

## WORK HISTORY

**Crosstown Electrical & Data, Inc. – Traffic Signal Technician**

2022 – Current

- Provide Technical Support for Traffic Signal Systems
- Field Testing and Repairs
- Troubleshooting, traffic signals, highway lighting
- Perform conflict monitor testing
- Perform general monthly traffic signal maintenance for various cities
- Technical assistance
- Aim signals and head and change our bulbs as needed
- Oversight of Technician Training and Quality Control.
- Vehicle Detection troubleshooting and programing.
- Cabinet and Controller Testing, Trouble Shooting, Repairs and Programing



## HARESH (HARRY) VAIDYA

### TRAFFIC SIGNAL TECHNICIAN

5454 Diaz St., Irwindale, CA 91706

626-813-6693 • 626-869-0192 Fax

- Lab Technician Supervisor
- Proficient with TS1, TS2, and 332 Controller cabinets, troubleshooting loop detection

#### **Exterior Products Corp. - Anaheim, CA – Head Journeyman Electrician** 2017 to 2022

Retrofit LED Lighting in shopping centers, commercial buildings, industrial lots, and retail units. Troubleshoot & replace CL, metal highlight, sodium lamps, mercury lamps, and transformers. Install lighting in shopping center parking lots, wall pack lights on the exterior of commercial buildings, and ceiling lighting. Troubleshoot & replace retail center monuments lighting and pylon signs. Repair & replace ballast, lamps, bypass switch, GFI, and receptacles. Troubleshoot & replace ballast and fluorescent lamp in ceiling light fixtures. Repair & replace photo cells in exterior lighting. On-site daily/monthly inspections to verify site lighting. ***Supervise 4-5 employees during projects in the field.***

#### **Econolite Traffic Engineering and Maintenance, Inc. (Aegis ITS) –** Anaheim, CA Transportation Systems Technician

2007-2017

Program/Check timing data in various controllers for street traffic light intersection cabinets. Repair intersection conflict calls and perform monthly preventive maintenance on a 24 hour on-call duty. Program/Troubleshoot video detection system and loops detection system. Replace faulty detectors and video processor for vehicle detection. Install knockdown replacement poles, signal heads, ISNS, street lighting, and a combination of these items. In addition to wiring traffic control cabinets on-site & Aegis lab/manufacturing. Troubleshoot, repair, and replace field wiring problems in the street replacement of conductors in conduit test. Splice field cables and loops. Communicate with City Inspector & Engineers. Programming traffic controller & replacing hardware (PPB's, LED's, PEDMOD's). ***Completed 13-14 projects per day in the field.***

#### **Modular Display System - Anaheim, CA – Head Electrician Maintenance/Electronics** 1988 to 2006

Built custom-made electronics and electrical/mechanical devices for turntables used at auto show conventions and trade show display systems. Clients included Boeing, Hyundai, Suzuki, Yamaha and Rogerson Aircraft. Worked directly with electrical design engineers to create commercial electronic keypad AC & DC power supply controllers. Serviced electrical systems and display lighting systems. Read schematics and blueprints. Disassembled, inspected, bench tested, performed trouble-shooting and quality testing for electrical/electronic control systems in company production machinery. Traveled world-wide to install and repair displays. Maintained production machinery. ***Honored with MDS Employee of the Month Award and a Certificate of Appreciation from Boeing.***

#### **RECENT REFERENCE PROJECTS:**


- City of San Dimas Traffic Signal Preventative Maintenance and Technical Support
- City of El Monte Traffic Signal Preventative Maintenance and Technical Support
- City of Bell Traffic Signal Preventative Maintenance and Technical Support
- City of Chino Hills Traffic Signal Preventative Maintenance and Technical Support



**Haresh B. Vaidya**  
is hereby certified as a

**Traffic Signal Senior Field Tech Level III**  
by completing all requirements and examination for certification  
on 11/10/2022

Valid thru 11/10/2025  
Certification #CE\_101332

  
Toby Cummings, CAE - Executive Director



## **SHEA GROTKE**

### **TRAFFIC SIGNAL TECHNICIAN**

5454 Diaz St., Irwindale, CA 91706  
626-813-6693 • 626-869-0192 Fax

#### **EDUCATION**

Bachelor of Arts Degree, Computer Science, California State San Bernardino

#### **CERTIFICATIONS**

- IMSA Traffic Signal Field Technician Certifications, Levels I, II, and III
- IMSA Work Zone Temporary Traffic Control Technician Certification

#### **WORK HISTORY**

**Crosstown Electrical & Data, Inc. / CSC – Traffic Signal Technician**

**2019 – Current**

- Provide Technical Support for Traffic Signal and communication systems
- Perform controller programming
- Perform conflict monitor testing and programming of conflict monitor keys
- Perform general monthly traffic signal maintenance for various cities
- Verify detection systems and coordinate loops
- Aim signals and head and change our bulbs as needed
- Perform replacement of poles/cabinets that are knocked down
- Iteris, Econolite & GridSmart Video Detection, Installation, Programming & Troubleshooting
- CMU & MMU Testing & Installation
- Streetlight & ISNS Maintenance & Repair
- McCain & Econolite Controller Installation & Programing
- Polara PPB Installation, Programming & Troubleshooting
- Controller Cabinet Installation and Replacement
- Traffic Signal Turn-On Support for various contractors and agencies
- 

**Steiny, Inc. – Signal Construction**

**2017-2019**

- Performed labor on the Signal installation crew

**GSI and Crane Development – General Construction Labor**

**2005-2017**

- Perform general construction labor on roadways

#### **RECENT REFERENCE PROJECTS:**

- City of Laguna Hills Traffic Signal Maintenance
- City of Maywood Traffic Signal Maintenance
- City of Los Alamitos Traffic Signal Maintenance
- City of West Hollywood Pedestrian Flashing Beacon Maintenance
- City of West Hollywood City-Wide Street Light Maintenance & Repair
- City of Azusa Flashing Crosswalk & Radar Speed Sign Installation, Maintenance & Repair
- Technical Support for the OC 405 Project to include controller programming and Gridsmart camera installation and programming.



**Shea E. Grotke**

is hereby certified as a

**Traffic Signal Senior Field Technician Level III**

by completing all requirements and examination for certification  
on 3/23/2022

Valid thru 3/23/2025

Certification #CE\_130097

A handwritten signature in blue ink, appearing to read "Toby Cummings", written over a horizontal line.

*Toby Cummings* - Executive Director



**Galt G. Grotke**

is hereby certified as a

**IMSA Traffic Signal Field Tech II - Renewal**

by completing all requirements and examination for certification  
on 9/6/2024

Valid thru 9/6/2027

Certification #BE\_119989

*Catherine A. Wasner*

Catherine Wasner - Executive Director



**Galt G. Grotke**

is hereby certified as a

**IMSA Work Zone Temp Traffic Control Tech - Renewal**  
by completing all requirements and examination for certification  
on 9/6/2024

Valid thru 9/6/2027

Certification #ZZ\_119989

*Catherine A. Wasner*

Catherine Wasner - Executive Director



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550 E. 6th Street  
Phone (951) 572-3236  
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# City of Beaumont

## Addendum #1

### RFP: CITYWIDE TRAFFIC SIGNAL MAINTENANCE 25-005

#### Additional Questions & Answers

1. To avoid varying bid schedules to determine the monthly price, can the City provide a detailed schedule to complete?

- Monthly price shall be based on the bid specifications and scope of work provided in the bid.

2. Please confirm that service call outs outside of the monthly scheduled maintenance are chargeable (labor, equipment, and material) and not included in the monthly price?

- Extra work and Extraordinary / Emergency Maintenance shall be as defined in the bid specifications and scope of work.

3. What is the total budget for this contract?

- To maintain competitive pricing the City does not provide estimates during bidding.

4. Page 2 of Notice of Inviting bids - "California Class A and/or required Class C Licenses". Please clarify the required Class C licenses?

- Applicable license would be a C-10 electrical license.

5. Under the Instructions to Bidders, section Substitution of Security, it states, "The Contract Documents call for monthly payments based upon the percentage of the work completed. The City will retain five percent (5%) of each progress payment as provided by the Contract Documents. Can the City please confirm if there will be a 5% retention on monthly invoices for this contract?

- The 5% Retention will not apply to this contract.

6. Within Scope of Work Section Additional repairs, extra work and Extraordinary/Emergency Maintenance Under #6 Upon completion of any additional repairs & extra work, whether by Contractor or an alternative source, the City Engineer or designee and Contractor will inspect the finished product at no additional cost to the City. Could the City please provide some clarification and details in this regard? As it reads, and my understanding, if the city has another contractor to do work within the city and we are requested by the city to inspect this work we will not be able to bill for our time to inspect others' work? (e.g. HSIP inspections, new intersection builds, modifications and city projects).

- If the contractor is requested to inspect 3<sup>rd</sup> party work, they will be able to bill for their time.

7. Within Scope of Work Section Flashing Light Warning Devices Under #6 Several items call out the replacement if found damaged, missing or out. Would these replacement items be billed as extras per the T&M rate schedule?



- Work described in this section is considered part of regular monthly maintenance.

8. Within Scope of Work Section Traffic Signal Controller Assembly's Stated -The Contractor shall repair, replace or otherwise render in good working order any and all defective parts of the traffic signal control equipment with like make and model parts as necessary to ensure the safe and proper operation of said signal equipment. Are these items to be billed as extra per the T&M rate schedule?

- Work described in this section is considered part of regular monthly maintenance.

9. Within Scope of Work Section Monthly Maintenance Under #12, The signal coordination's are coordinated via quick net pro or direct hardwire coordination. Contractor shall provide cost for labor and materials needed to maintain the system as designed. Could the City please confirm the qty of locations currently coordinated and if they are all currently online, operational and communicating?

- The signal map and inventory table provided with this addendum contains this information.

10. Within Scope of Work Section Monthly Maintenance Under #8, Several items call out the replacement if found damaged, missing or out. Would these replacement items be billed as extra per the T&M rate schedule?

- Work described in this section is considered part of regular monthly maintenance.

11. The Scope of Work document refers to an "Attached Citywide Traffic Signal Map" - please direct where we can view this map? How many signalized intersections are to be considered part of the monthly inspections?

- The signal map and inventory table have been provided with this addendum.

12. Can the City release copies of the current maintenance contract and several months invoices?

- An agreement template has been provided with the bid documents.

13. Per page 10, Scope of Work, Replacement of Traffic Signal and Illuminated Indications - "....all labor associated with maintaining a traffic signal indication in proper order is considered regular scheduled maintenance during normal business hours." If an LED outage was reported after the monthly inspection was already performed for the month, is the trip to make the repair considered extra work? Is the trip chargeable?

- Yes

14. It seems there may be a document titled "04 Traffic Signal Map & Equipment Inventory" but was not included. Can the City please provide this document and/or provide a list/quantity of intersections to maintain?

- Correct. The signal map and inventory table have been provided with this addendum.

15. On - Page 24-25 of the General Conditions, outlines that Builders Risk (All Risk) coverage is required on all work, material, equipment, appliances, tools, and structures which are part of the



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# City of Beaumont

contract. The scope of work is scheduled maintenance and emergency maintenance of traffic signal systems, and highway safety lighting as needed and throughout the City of Beaumont. It is not clear what exposure there is or what the City would be looking for contractors to cover as far as Builders Risk. Can you please clarify if this will in fact be required for this contract? If so, can you please provide details and confirm what the limit the City would be looking for this insurance to cover under the contract?

- The City is confirming the requirements from our legal and risk management team and will provide a response as soon as possible.

16. Maintenance Agreement: Is the city willing to negotiate terms & conditions with the awarded contractor?

- A template agreement has been provided so that the bidders can see what the terms of the agreement will be.

17. The “General Conditions” document shows that Builders Risk insurance is required, however the “Maintenance Agreement” does not. Would the City please confirm if Builders Risk insurance is required for this project?

- The City is confirming the requirements from our legal and risk management team and will provide a response as soon as possible.

18. Would the City please consider allowing bids to be submitted electronically through PlanetBids?

- Currently the City does not utilize electronic bid submissions for our formal requests for bids. The city is able to accept mailed in or hand delivered prior to the bid submission date and time.

19. Would the City consider modifying the indemnification obligation to clearly allocate responsibility for a loss and hold each party liable to the extent arising from the party’s negligent acts or omissions. As written, the provision could be interpreted as the City attempting to hold the Contractor responsible for 100% of a loss in a situation where the City’s acts contributed to 99% and the Contractor’s acts to 1%. Is this the intent of the City?

- The City is confirming the requirements from our legal and risk management team and will provide a response as soon as possible.

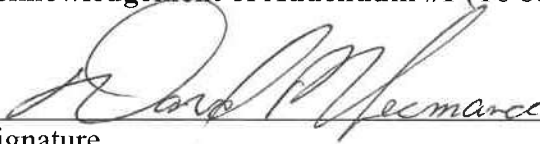
**\*PLEASE NOTE: THE CITY HAS ALSO UPLOADED TRAFFIC SIGNAL MAP & EQUIPMENT INVENTORY TABLE IN THE DOCUMENTS SECTION\***



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Phone (951) 572-3236  
BeaumontCa.gov

# City of Beaumont

## Acknowledgement of Addendum #1 (To be included with proposal)

  
Signature

03/31/25  
Date

DAVID P. HEERMANCE, PRESIDENT  
Print Name



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550 E. 6th Street  
Phone (951) 572-  
BeaumontCa.go

# City of Beaumont

## Addendum #2

### RFP: CITYWIDE TRAFFIC SIGNAL MAINTENANCE 25-005

15. On - Page 24-25 of the General Conditions, outlines that Builders Risk (All Risk) coverage is required on all work, material, equipment, appliances, tools, and structures which are part of the contract. The scope of work is scheduled maintenance and emergency maintenance of traffic signal systems, and highway safety lighting as needed and throughout the City of Beaumont. It is not clear what exposure there is or what the City would be looking for contractors to cover as far as Builders Risk. Can you please clarify if this will in fact be required for this contract? If so, can you please provide details and confirm what the limit the City would be looking for this insurance to cover under the contract?

➤ Builder's risk insurance will not be required for this service.

16. Maintenance Agreement: Is the city willing to negotiate terms & conditions with the awarded contractor?

➤ A template agreement has been provided so that the bidders can see what the terms of the agreement will be. Any requested modifications to the template will need to be provided with the Vendor's bid submission and will be subject to review by the City.

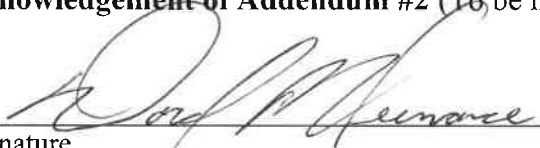
17. The "General Conditions" document shows that Builders Risk insurance is required, however the "Maintenance Agreement" does not. Would the City please confirm if Builders Risk insurance is required for this project?

➤ Builder's risk insurance will not be required for this service.

18. Would the City consider modifying the indemnification obligation to clearly allocate responsibility for a loss and hold each party liable to the extent arising from the party's negligent acts or omissions. As written, the provision could be interpreted as the City attempting to hold the Contractor responsible for 100% of a loss in a situation where the City's acts contributed to 99% and the Contractor's acts to 1%. Is this the intent of the City?

➤ Any requested modifications to the template or indemnification provisions will need to be provided with the Vendor's bid submission and will be subject to review by the City.

**Acknowledgement of Addendum #2 (To be included with proposal)**

  
Signature

03/31/25  
Date

DAVID P. HEERMANCE, PRESIDENT  
Print Name

**EXHIBIT “C”**

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

(Insert behind this page.)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/09/2025

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

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

<b>PRODUCER</b> <b>McRae Associates Insurance Services</b> <b>1265 N. Manassero St Suite 303</b> <b>Anaheim, CA 92807</b> <b>License #: 0637431</b>	<b>CONTACT NAME:</b> Mariana Pichardo <b>PHONE (A/C, No, Ext):</b> (714)779-6999 <b>FAX (A/C, No):</b> (714)779-6903 <b>E-MAIL ADDRESS:</b> mariana@mcraeinsurance.insure																					
<b>INSURED</b> <b>CROSSTOWN ELECTRICAL &amp; DATA, INC.</b> <b>5454 DIAZ ST.</b> <b>Irwindale, CA 91706</b>	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Travelers Property Casualty Company of America</td><td>25674</td></tr><tr><td>INSURER B:</td><td>TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA</td><td>25674</td></tr><tr><td>INSURER C:</td><td>GREAT AMERICAN INSURANCE COMPANY</td><td>16691</td></tr><tr><td>INSURER D:</td><td>ATLANTIC SPECIALTY INSURANCE COMPANY</td><td>27154</td></tr><tr><td>INSURER E:</td><td>St Paul Surplus Lines Insurance Company</td><td>30481</td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Travelers Property Casualty Company of America	25674	INSURER B:	TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA	25674	INSURER C:	GREAT AMERICAN INSURANCE COMPANY	16691	INSURER D:	ATLANTIC SPECIALTY INSURANCE COMPANY	27154	INSURER E:	St Paul Surplus Lines Insurance Company	30481	INSURER F:		
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INSURER F:																						

## COVERAGES

CERTIFICATE NUMBER: 00001315-3660389

REVISION NUMBER: 698

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Deductible \$10,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	DT22-CO-7W503833-TCT-24	06/03/2024	06/03/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	810-7W449049-24-26-G	06/03/2024	06/03/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED RETENTION \$	Y	Y	TUE257205206	09/03/2024	09/03/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	UB-7W504031-24-26-G	06/03/2024	06/03/2025	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	PROP & INLAND MAR.	Y	Y	710-03-94-14-0003	05/10/2024	05/10/2025	BUILD/BPP \$1,413,849/ \$300,000
E	Prof. & Poll. Liab.	Y	Y	ZCE-16P95095	10/10/2024	10/10/2025	Each Occ/ Gen Agg \$2 mill/ \$4 mill

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

RE: PROJECT NAME: CITYWIDE TRAFFIC SIGNAL MAINTENANCE / PROJECT LOCATION: CITYWIDE, BEAUMONT CA 92223 / PROJECT#C25-19/JOB#5361-25

THE CITY OF BEAUMONT ,ALONG WITH THEIR OFFICERS, OFFICIALS, AGENTS, EMPLOYEES AND VOLUNTEERS ARE NAMED AS ADDITIONAL INSURED WITH RESPECTS TO THE ABOVE-MENTIONED POLICIES PER ATTACHED ENDORSEMENT(S). COVERAGE IS PRIMARY & NON-CONTRIBUTORY AS REQUIRED BY WRITTEN CONTRACT, PER (continued on ACORD 101 Additional Remarks Schedule)

## CERTIFICATE HOLDER

## CANCELLATION

<b>CITY OF BEAUMONT</b> <b>550 E 6TH STREET</b> <b>BEAUMONT , CA 92223</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  (MPC)

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**ADDITIONAL REMARKS SCHEDULE**Page 2 of \_\_\_\_\_

AGENCY <b>McRae Associates Insurance Services</b>		NAMED INSURED <b>CROSSTOWN ELECTRICAL &amp; DATA, INC.</b>
POLICY NUMBER <b>N/A</b>		
CARRIER <b>Multiple Carriers</b>	NAIC CODE	EFFECTIVE DATE:

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

(continued from Description of Operations)

ATTACHED ENDORSEMENT FORMS. WAIVER OF SUBROGATION APPLIES, IF REQUIRED BY WRITTEN CONTRACT.

\* SHOULD ANY OF THE ABOVE-DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, A 30 DAY WRITTEN NOTICE WILL BE ISSUED.

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

## **BUSINESS AUTO EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li><b>A. BROAD FORM NAMED INSURED</b></li> <li><b>B. BLANKET ADDITIONAL INSURED</b></li> <li><b>C. EMPLOYEE HIRED AUTO</b></li> <li><b>D. EMPLOYEES AS INSURED</b></li> <li><b>E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS</b></li> <li><b>F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS</b></li> <li><b>G. WAIVER OF DEDUCTIBLE – GLASS</b></li> </ul> | <ul style="list-style-type: none"> <li><b>H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT</b></li> <li><b>I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT</b></li> <li><b>J. PERSONAL PROPERTY</b></li> <li><b>K. AIRBAGS</b></li> <li><b>L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS</b></li> <li><b>M. BLANKET WAIVER OF SUBROGATION</b></li> <li><b>N. UNINTENTIONAL ERRORS OR OMISSIONS</b></li> </ul> |
|---|---|

### **PROVISIONS**

#### **A. BROAD FORM NAMED INSURED**

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

#### **B. BLANKET ADDITIONAL INSURED**

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

#### **C. EMPLOYEE HIRED AUTO**

1. The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

- b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

#### **D. EMPLOYEES AS INSURED**

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

#### **E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS**

1. The following replaces Paragraph A.2.a.(2), of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

#### **F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS**

The following replaces Subparagraph (5) in Paragraph B.7., **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

#### **G. WAIVER OF DEDUCTIBLE – GLASS**

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

#### **H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT**

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

#### **I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT**

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

#### **J. PERSONAL PROPERTY**

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

##### **Personal Property**

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

#### **K. AIRBAGS**

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

#### **L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS**

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

#### **M. BLANKET WAIVER OF SUBROGATION**

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

##### **5. Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

## COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

### **N. UNINTENTIONAL ERRORS OR OMISSIONS**

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

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

**BLANKET ADDITIONAL INSURED – PRIMARY AND  
NON-CONTRIBUTORY WITH OTHER INSURANCE –  
CONTRACTORS**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

**PROVISIONS**

1. The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph **a.** and paragraph **d.** of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is a named insured when a written contract or agreement with you, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

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

**OTHER INSURANCE – DESIGNATED ADDITIONAL  
INSUREDS – PRIMARY WITH RESPECT TO CERTAIN  
OTHER INSURANCE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE OF DESIGNATED ADDITIONAL INSUREDS**

"As required by written contract"

**PROVISIONS**

The following is added to Paragraph 4.a., **Primary Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The insurance afforded under this Coverage Part to any additional insured shown in the Schedule Of

Designated Additional Insureds is primary to any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance.

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

**BLANKET ADDITIONAL INSURED**  
**(Includes Products-Completed Operations If Required By Contract)**

This endorsement modifies insurance provided under the following:  
 COMMERCIAL GENERAL LIABILITY COVERAGE PART

**PROVISIONS**

The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

- a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.
- b. The insurance provided to such additional insured does not apply to:

- (1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

- (b) Supervisory, inspection, architectural or engineering activities.

- (2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

- c. The additional insured must comply with the following duties:

- (1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

- (a) How, when and where the "occurrence" or offense took place;

- (b) The names and addresses of any injured persons and witnesses; and

- (c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

- (2) If a claim is made or "suit" is brought against the additional insured:

## COMMERCIAL GENERAL LIABILITY

- (a) Immediately record the specifics of the claim or "suit" and the date received; and
  - (b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.
- (3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- (4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

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

## **XTEND ENDORSEMENT FOR CONTRACTORS**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |  |   |
|--|---|
| <p><b>A. Who Is An Insured – Unnamed Subsidiaries</b></p> <p><b>B. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations</b></p> | <p><b>C. Incidental Medical Malpractice</b></p> <p><b>D. Blanket Waiver Of Subrogation</b></p> <p><b>E. Contractual Liability – Railroads</b></p> <p><b>F. Damage To Premises Rented To You</b></p> |
|--|---|

### **PROVISIONS**

#### **A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. An organization other than a partnership, joint venture or limited liability company; or
- b. A trust;

as indicated in its name or the documents that govern its structure.

#### **B. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

**C. INCIDENTAL MEDICAL MALPRACTICE**

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

**b.** An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a), (b), (c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

**(a)** "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician or paramedic; or

**(b)** First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

**Sale Of Pharmaceuticals**

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of

pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

**a.** Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

**b.** The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section II – Who Is An Insured.

**D. BLANKET WAIVER OF SUBROGATION**

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

**a.** "Bodily injury" or "property damage" that occurs; or

**b.** "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

**E. CONTRACTUAL LIABILITY – RAILROADS**

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

**c.** Any easement or license agreement;

2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

**F. DAMAGE TO PREMISES RENTED TO YOU**

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

# COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

## SECTION I – COVERAGES

### COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

#### 1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

- (2) The "bodily injury" or "property damage" occurs during the policy period; and

- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

**c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**d. Primary And Non-Contributory Insurance If Required By Written Contract**

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

**5. Premium Audit**

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

**6. Representations**

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

**7. Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

**8. Transfer Of Rights Of Recovery Against Others To Us**

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

**9. When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

**SECTION V – DEFINITIONS**

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.



WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 ( A) –

POLICY NUMBER: UB-7W504031-24-26-G

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS  
ENDORSEMENT – CALIFORNIA  
(BLANKET WAIVER)**

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.

The additional premium for this endorsement shall be \_\_\_\_\_ % of the California workers' compensation premium.

**Schedule**

**Person or Organization**

**Job Description**

As required by written contract

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective  
Insured 05/29/2024

Policy No. UB-7W504031-24-26-G

Endorsement No.  
Premium

Insurance Company  
Travelers Property Casualty Company

Countersigned by \_\_\_\_\_

DATE OF ISSUE: - - ST ASSIGN: