

**SERVICE AGREEMENT BETWEEN THE CITY OF HUNTINGTON BEACH AND  
SIEMENS INDUSTRY, INC.**

**FOR  
STREETLIGHT TRANSFER, RETROFIT AND MAINTENANCE SERVICES**

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Huntington Beach a municipal corporation of the State of California, hereinafter called "City," and Siemens Industry Inc., a Delaware corporation, hereinafter referred to as "Contractor."

**Recitals**

- A. The City desires to retain a Contractor having special skill and knowledge in the field of streetlight construction and maintenance services.
- B. Contractor represents that Contractor is able and willing to provide such services to the City.
- C. In undertaking the performance of this Agreement, Contractor represents that it is knowledgeable in its field and that any services performed by Contractor under this Agreement will be performed in compliance with such standards as may reasonably be expected from a comparable company or firm in the field.

Contractor has been selected to perform these services pursuant to Huntington Beach Municipal Code Chapter 3.02,

NOW, THEREFORE, it is agreed by City and Contractor as follows:

1. **Scope of Services**

Contractor shall provide all services as described in Exhibit "A," which is attached hereto and incorporated into this Agreement by this reference. These services shall sometimes hereinafter be referred to as the "Project."

Contractor hereby designates Alex Valenti, who shall represent it and be its sole contact and agent in all consultations with City during the performance of this Agreement.

2. **City Staff Assistance**

City shall assign a staff coordinator to work directly with Contractor in the performance of this Agreement.

3. **Compensation**

a. City agrees to pay, and Contractor agrees to accept as total payment for its services, the rates and charges identified in Exhibit "A." The total sum to be expended under this Agreement, shall not exceed \$6,210,000 during the term of this Agreement.

b. Payment by City shall be made within thirty (30) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. Payment need not be made for work which fails to meet the standards of performance set forth in the Recitals which may reasonably be expected by City.

c. Contractor shall be paid pursuant to the terms of Exhibit "B."

4. Term

The services of Contractor are to commence as soon as practicable after the execution of this Agreement by City (the "Commencement Date") and terminate in three years, unless terminated earlier in accordance with the provisions of this Agreement. All tasks specified in Exhibit "A" shall be completed no later than three years from the Commencement Date. The time for performance of the tasks identified in Exhibit "A" are generally to be shown in Exhibit "A." This schedule and Term may be amended for two (2) one-year extensions to benefit the Services if mutually agreed to in writing by City and Contractor.

In the event the Commencement Date precedes the Effective Date, Contractor shall be bound by all terms and conditions as provided herein.

5. Extra Work

In the event City requires additional services not included in Exhibit "A" or changes in the scope of services described in Exhibit "A," Contractor will undertake such work only after receiving written authorization from City. Additional compensation for such extra work shall be allowed only if the prior written approval of City is obtained.

6. Disposition of Plans, Estimates and Other Documents

Contractor agrees that title to all materials prepared hereunder, including, without limitation, all original drawings, designs, reports, both field and office notices, calculations computer code, language, data or programs, maps, memoranda, letters and other documents, shall belong to City, and Contractor shall turn these materials over to City upon expiration or termination of this Agreement or upon Project completion, whichever shall occur first. These materials may be used by City as it sees fit.

7. Hold Harmless

Contractor hereby agrees to protect, defend, indemnify and hold harmless City, its officers, elected or appointed officials, employees, agents, and volunteers from and against any and all, claims, damages, losses, expenses, judgments, demands and defense costs, and consequential damage or liability of any kind or nature, however caused, including those resulting from death or injury to Contractor's employees and damage to Contractor's property, arising directly or indirectly out of the obligations or operations herein undertaken by Contractor, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractors, anyone directly or indirectly employed by any of them or anyone for whose

acts any of them may be liable, including but not limited to concurrent active or passive negligence, except where caused by the sole negligence or willful misconduct of the City. Contractor will conduct all defense at its sole cost and expense and City shall approve selection of Contractor's counsel. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Contractor.

#### 8. Workers Compensation Insurance

Pursuant to California Labor Code Section 1861, Contractor acknowledges awareness of Section 3700 *et seq.* of this Code, which requires every employer to be insured against liability for workers' compensation; Contractor covenants that it will comply with such provisions prior to commencing performance of the work hereunder.

Contractor shall obtain and furnish coverage as required by the State of California (statutory limits) and employer's liability insurance with a limit of not less than \$1,000,000 per accident for bodily injury or disease with a waiver of subrogation in favor of the City.

Contractor shall require all subcontractors to provide such workers' compensation and employer's liability insurance for all of the subcontractors' employees. Contractor shall furnish to City a certificate of waiver of subrogation under the terms of the workers' compensation and employer's liability insurance and Contractor shall similarly require all subcontractors to waive subrogation.

#### 9. General Liability Insurance

In addition to the workers' compensation and employer's liability insurance and Contractor's covenant to defend, hold harmless and indemnify City, Contractor shall obtain and furnish to City, a policy of general public liability insurance, including motor vehicle coverage covering the Project/Service. This policy shall indemnify Contractor, its officers, employees and agents while acting within the scope of their duties, against any and all claims arising out or in connection with the Project/Service, and shall provide coverage in not less than the following amount: combined single limit bodily injury and property damage, including products/completed operations liability and blanket contractual liability, of One Million Dollars (\$1,000,000) per occurrence. If coverage is provided under a form which includes a designated general aggregate limit, the aggregate limit must be no less than One Million Dollars (\$1,000,000) for this Project/Service. This policy shall have a separate "Additional Insured Endorsement" page listing both the policy number and naming the "City of Huntington Beach, its officers, elected or appointed officials, employees, agents and volunteers" as Additional Insureds, and shall specifically provide that any other insurance coverage which may be applicable to the Project/Service shall be deemed excess coverage and that Contractor's insurance shall be primary.

For any claims related to this Agreement, the Contractor's insurance coverage shall be primary insurance and non-contributory. Any insurance or self-insurance maintained

by the City, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

Under no circumstances shall said above-mentioned insurance contain a self-insured retention, or a "deductible" or any other similar form of limitation on the required coverage.

#### 10. Automobile Liability Insurance

Contractor shall obtain and furnish to City an automotive liability insurance policy covering the work performed by it hereunder. This policy shall provide coverage for Contractor's automotive liability in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and a separate "Additional Insured Endorsement" page listing both the policy number and naming the "City of Huntington Beach, its officers, elected or appointed officials, employees, agents and volunteers" as additional insured on the endorsement. The above-mentioned insurance shall not contain a self-insured retention, "deductible" or any other similar form of limitation on the required coverage except with the express written consent of City.

For any claims related to this Agreement, the Contractor's insurance coverage shall be primary insurance and non-contributory. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

#### 11. Professional Liability Insurance

For agreements involving the providing of professional services, professional liability coverage shall be provided with a minimum limit of One Million Dollars (\$1,000,000) per claim and in the aggregate. Self-insured retentions or deductibles in excess of Ten Thousand Dollars (\$10,000), or alternative forms of providing coverage, must be approved through the waiver procedure process.

The policy inception date, continuity date, or retroactive date shall coincide with or precede the professional services contractor's start of work.

The professional services contractor shall maintain continuous coverage through a period not less than three years after completion of the services required by this Agreement, or will purchase an extended reporting endorsement to an existing policy to cover the same period of three years after completion.

#### 12. Certificate of Insurance

Prior to commencing performance of the work hereunder, Contractor shall furnish to City a certificate of insurance subject to approval of the City Attorney evidencing the foregoing insurance coverage as required by this Agreement; the certificate shall:

- a. provide the name and policy number of each carrier and policy;
- b. state that the policy is currently in force; and
- c. promise that such policy shall not be suspended, voided or canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice; however, ten (10) days' prior written notice in the event of cancellation for nonpayment of premium.

Contractor shall maintain the foregoing insurance coverage in force until the work under this Agreement is fully completed and accepted by City.

The requirement for carrying the foregoing insurance coverage shall not derogate from Contractor's defense, hold harmless and indemnification obligations as set forth in this Agreement. City or its representative shall at all times have the right to demand the original or a copy of the policy of insurance. Contractor shall pay, in a prompt and timely manner, the premiums on the insurance hereinabove required.

13. Independent Contractor

Contractor is, and shall be, acting at all times in the performance of this Agreement as an independent contractor herein and not as an employee of City. Contractor shall secure at its own cost and expense, and be responsible for any and all payment of all taxes, social security, state disability insurance compensation, unemployment compensation and other payroll deductions for Contractor and its officers, agents and employees and all business licenses, if any, in connection with the Project and/or the services to be performed hereunder.

14. Conflict of Interest

Contractor covenants that it presently has no interests and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

15. Termination

This Agreement may be terminated by the City upon thirty (30) days written notice of termination. In such event, Contractor shall be entitled to receive and the City shall pay Contractor compensation for all services performed by Contractor prior to receipt of such notice of termination, subject to the following conditions:

- a. As a condition of such payment, the Director of Public Works may require Contractor to deliver to the City all work product completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Contractor consents to the City's use thereof for such purposes as the City deems appropriate.

b. Payment need not be made for work which fails to meet the standard of performance specified in this Agreement.

16. Exclusivity and Amendment

This Agreement represents the complete and exclusive statement between the City and Contractor, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Contractor. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Contractor or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein.

17. Assignment

Inasmuch as this Agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services which are the subject to this Agreement performed by City personnel or by other Contractors retained by City.

18. City Employees and Officials

Contractor shall employ no City official nor any regular City employee in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement in violation of the applicable provisions of the California Government Code.

19. Notices

Any notices, certificates, or other communications hereunder shall be given either by personal delivery to Contractor's agent (as designated in Section 1 hereinabove) or to City as the situation shall warrant, or by enclosing the same in a sealed envelope, postage prepaid, and depositing the same in the United States Postal Service, to the addresses below. City and Contractor may designate different addresses to which subsequent notices, certificates or other communications will be sent by notifying the other party via personal delivery, a reputable overnight carrier or U.S. certified U.S. certified mail-return receipt requested:

To City:

City of Huntington Beach  
Attn: Travis Hopkins  
2000 Main Street  
Huntington Beach, CA 92648

To Contractor:

Siemens Industry, Inc.  
1266 North La Loma Circle  
Anaheim, CA 92806

20. Consent

When City's consent/approval is required under this Agreement, its consent/approval for one transaction or event shall not be deemed to be a consent/approval to any subsequent occurrence of the same or any other transactions or event.

21. Modification

No waiver or modification of any language in this Agreement shall be valid unless in writing and duly executed by both parties.

22. Section Headings

The titles, captions, section, paragraph and subject headings, and descriptive phrases at the beginning of the various sections in this Agreement are merely descriptive and are included solely for convenience of reference only and are not representative of matters included or excluded from such provisions, and do not interpret, define, limit or describe, or construe the intent of the parties or affect the construction or interpretation of any provision of this Agreement.

23. Interpretation of this Agreement

The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. If any provision of this Agreement is held by an arbitrator or court of competent jurisdiction to be unenforceable, void, illegal or invalid, such holding shall not invalidate or affect the remaining covenants and provisions of this Agreement. No covenant or provision shall be deemed dependent upon any other unless so expressly provided here. As used in this Agreement, the masculine or neuter gender and singular or plural number shall be deemed to include the other whenever the context so indicates or requires.

Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no right to contract, then the latter shall prevail, and the provision of this Agreement which is hereby affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

24. Duplicate Original

The original of this Agreement and one or more copies hereto have been prepared and signed in counterparts as duplicate originals, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original. Each duplicate original shall be deemed an original instrument as against any party who has signed it.

25. Immigration

Contractor shall be responsible for full compliance with the immigration and naturalization laws of the United States and shall, in particular, comply with the provisions of the United States Coderegarding employment verification.

26. Legal Services Subcontracting Prohibited

Contractor and City agree that City is not liable for payment of any subcontractor work involving legal services, and that such legal services are expressly outside the scope of services contemplated hereunder. Contractor understands that pursuant to *Huntington Beach City Charter* Section 309, the City Attorney is the exclusive legal counsel for City; and City shall not be liable for payment of any legal services expenses incurred by Contractor.

27. Confidentiality

Contractor recognizes that in the performance of its duties under this Agreement, it must conduct its activities in a manner designed to protect information of a sensitive nature from improper use or disclosure. Contractor warrants that it will use reasonable efforts consistent with practices customary in the facilities management industry in recruiting, training and supervising employees and in otherwise performing its duties hereunder in order to achieve this result. In the furtherance of this, Contractor agrees, at the request of the City, to require its employees to execute written undertakings to comply with the foregoing confidentiality provision.

28. Discrimination

Contractor shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination or other employment related activities. Contractor affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

29. Jurisdiction - Venue

This Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be government and construed in accordance with the



laws of the State of California. This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

30. Professional Licenses

Contractor shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Huntington Beach and all other governmental agencies. Contractor shall notify the City immediately and in writing of her inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

31. Attorney's Fees

In the event suit is brought by either party to construe, interpret and/or enforce the terms and/or provisions of this Agreement or to secure the performance hereof, each party shall bear its own attorney's fees, such that the prevailing party shall not be entitled to recover its attorney's fees from the nonprevailing party.

32. Survival

Terms and conditions of this Agreement, which by their sense and context survive the expiration or termination of this Agreement, shall so survive.

33. Governing Law

This Agreement shall be governed and construed in accordance with the laws of the State of California.

34. Signatories

Each undersigned represents and warrants that its signature hereinbelow has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.

35. Entirety

a. The parties acknowledge and agree that they are entering into this Agreement freely and voluntarily following extensive arm's length negotiation, and that each has had the opportunity to consult with legal counsel prior to executing this Agreement. The parties also acknowledge and agree that no representations, inducements, promises,

agreements or warranties, oral or otherwise, have been made by that party or anyone acting on that party's behalf, which are not embodied in this Agreement, and that that party has not executed this Agreement in reliance on any representation, inducement, promise, agreement warranty, fact or circumstance not expressly set forth in this Agreement.

b. All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

36. Effective Date

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized officers. This Agreement shall be effective on the date of its approval by the MARCH 6, 2017. This Agreement shall expire when terminated as provided herein.

CONTRACTOR  
SIEMENS INDUSTRY, INC.

By: 

Marcus Welz

print name

ITS: (circle one) Chairman/President Vice President

By: 

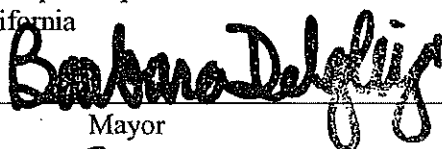
Rajarshi Ghosh

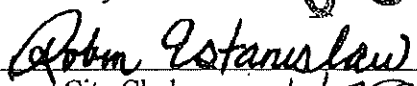
print name

ITS: (circle one) Secretary Chief Financial  
Officer / Asst. Secretary - Treasurer

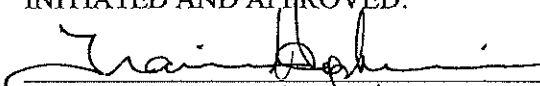
**COUNTERPART**

CITY OF HUNTINGTON BEACH, a  
municipal corporation of the State of  
California

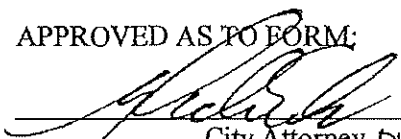
  
Mayor

  
City Clerk 3/7/17

INITIATED AND APPROVED:

  
Director of Public Works / Chief

APPROVED AS TO FORM:

  
City Attorney Dec 21/17

REVIEWED AND APPROVED:

  
City Manager

# EXHIBIT A

## **Exhibit A- Scope of Work**

### **I Acquisition Phase**

The acquisition phase includes several key elements that must take place for the City to effectively acquire individual streetlights from Southern California Edison (SCE) and immediately start the maintenance elements of the system.

#### **I-a SCE Coordination**

Siemens will serve as the primary contact with SCE representatives in developing an agreed upon schedule and geographic plan for completing the acquisition phase of the project. The City will assist and participate in the process to ensure that City goals to expedite acquisition are incorporated to the greatest extent possible. Siemens will provide continuous coordination with SCE throughout the process. Initial elements of Siemens scope to be developed include:

- Goals for monthly processing of street lights (x poles per month)
- Clear identification of geographic areas and processing order
- Identify deficiencies of existing system that are visible without removal of any equipment. Examples include: cracked poles, missing equipment, or other physical damage.
- Survey of fixtures scheduled to be released to the City by SCE, in the following month on a monthly basis, to confirm basic operation. Following the survey, Siemens will provide a list of outages to the City and to SCE.
- Provide punch list of deficiencies and coordinate with City to provide proposal(s) for items in need of repair.

#### **I-b Customer Service Portal Development**

Siemens will develop and implement a customer service portal for the City of Huntington Beach to effectively manage all incoming streetlight inquiries from public and from the City. The portal will include the following:

- 24/7 telephone and web based access for reporting streetlight issues
- 24/7 access from City and Caltrans emergency personnel to obtain immediate response to emergency/public safety issues
- Serve as a "clearing house" for all reported streetlight issues in the City. Siemens will determine if reported issues are City maintained, Siemens maintained or SCE maintained facilities and forward reports as appropriate
- Provide quarterly reporting/summaries of customer inquiry activity including breakdown of number of inquiries forwarded to City or SCE
- Provide a mechanism where the public can provide customer service feedback to monitor perceived service provided and identify any areas where improvements may be needed
- Link customer service requests with inventory database to help identify any common problem areas

#### 1-c Database Configuration and Preparation

Siemens will build off of the existing database information and prepare any modifications to the database as needed to accept any new data elements to be gathered during the acquisition and retrofit process. All elements of the database configuration will be coordinated with City GIS staff to ensure consistency of database and ease of data transfer to City systems for use and reference.

#### 1-d Field Verification of Assets (Cutover)

Siemens resources will visit each streetlight asset and document in the GIS database, the service feed point for the associated street light. This observation will indicate where the point of demarcation for the street light asset is assumed to be. Typical configuration and assumptions can be found in the table below:

Service Feed Point	Point of Demarcation Assumption
Hand hole in base of pole- pull box <b>not</b> adjacent to pole	In-line fuse in hand hole
Hand hole in base of pole- pull box adjacent to pole	In-line fuse in pull box
Overhead wire- single streetlight pole	Weather head
Overhead wire- multiple streetlight poles	Weather head at initial pole

Any unique conditions identified by Siemens audit staff will be noted in the database and further assessment and investigation will be performed by Siemens electricians.

Siemens staff will also assess the visible condition of each asset and determine if it is fully functional. It is understood that poles and fixtures will be in varying degrees of condition. Siemens will create a list of any assets deemed in poor condition and inform City and SCE. It is understood that SCE will repair any inoperable fixtures up until the bill of sale is signed by both parties.

#### 1-e Pole Tagging

Siemens will affix a new pole/asset tag to each streetlight deemed as a sellable pole by SCE. Siemens will use the City agreed upon identification naming convention and technique for affixing the tags. The tag information will be recorded for each pole as part of the GIS data.

#### 1-f Streetlight Database Update

All information obtained as needed to fully document individual facilities being acquired through the field verification and pole tagging process will be updated into the asset database. The following list of attributes will be collected and integrated into the database:

- Street
- Pole number
- Tariff rate Status (LS-1, LS-2)
- Fixture style
- Lamp style
- Asset Condition
- Wattage
- Feed point
- Mast arm size
- GIS Coordinate

**I-g SCE Billing Adjustment Processing and Coordination**

Siemens will coordinate billing requests for billing adjustments to SCE as streetlights are acquired. SCE will begin the billing and mapping changes as soon as the Bill of Sale has been signed and the City pays for the assets acquired.

**I-h Acquisition Phase Billing**

This phase of the project will be billed monthly based on the number of streetlights acquired. All costs will be distributed on per pole basis for billing purposes. See Exhibit B for the associated schedule of values.

**II Retrofit Phase**

The Retrofit phase addresses the various tasks needed to retrofit each newly acquired streetlight with a suitable LED fixture and process all data, billing and rebate processing.

**II-a Fixture Inventory and LED Material Selection and Design**

Siemens will lead the process of selecting fixtures for the LED retrofit of the project and provide recommendations to the City for final approval. Concurrent with the evaluation of fixture alternatives, Siemens will evaluate basic standard lighting conditions that exist on various street types along with a review of current fixture wattage and identify recommended replacement fixture standards to apply throughout the retrofit process. The process of ordering and staging replacement fixtures will be greatly aided by establishing these conventions. This process should also help to expedite rebate processing through SCE.

Fixture selection will be based on a variety of factors that ultimately will lead to identification of the most cost effective fixture for various applications. The factors will include:

- Fixture efficiency
- Demonstrated durability
- Costs
- Availability/production
- Shield availability and effectiveness

Additionally, all fixtures at a minimum must operate at a color temperature of 3000 K and qualify for SCE rebates.

**II-b SCE Rebate Application Processing**

Siemens is responsible for all aspects of the rebate processing through SCE. Siemens may enlist the services of The Energy Coalition to administer and review all rebates and rate processing, if needed.

At this time, the actual process that will be required by SCE has not been fully defined for a project of this scope. It is expected that the rebate processing will have the potential to significantly affect the overall schedule for completing the retrofit process, by potentially affecting the timing of ordering selected fixtures from manufacturers. The standard SCE rebate condition is that the streetlight asset must be owned by the City prior to the application for an energy efficiency rebate. Siemens will coordinate with SCE on expediting this process, as much as possible.

Specific items included in the processing of rebates may include:

- Coordination with SCE in developing project rebate process
- Preparation and submittal of rebate applications
- Processing documents demonstrating retrofit completion and compliance with SCE requirements
- Phased closeout of rebate applications
- Receipt of rebate by City

#### **II-c LED Material Purchasing**

Siemens will direct purchase all fixtures for the project as approved by the City through the selection process. Siemens will receive and warehouse all fixtures prior to installation and process all warranty information with manufacturers as needed. Warrant information will be retained by Siemens with appropriate copies provided to the City for future use.

#### **II-d Community Outreach**

Two phases of community outreach are anticipated to occur during the retrofit phase. The overall goal is to engage the community and provide facts and information about the retrofit program and how it will affect individual residents and businesses. First Siemens will develop basic project information/fact sheets to be hosted on the City website detailing the overall program, schedule, goals, design aspects and notification process that will be used.

Additionally, as the program systematically works its way through the City, Siemens will develop specific schedule information to be distributed by City to areas alerting them to the upcoming work in their neighborhood. It is anticipated that notifications can be coordinated quarterly through our monthly municipal billing (water, refuse, etc.). The information will also be updated and hosted on the City's website.

#### **II-e LED Fixture Retrofit**

Siemens will coordinate and complete all aspects of the retrofit of HID fixtures to LED fixtures. Materials will be warehoused and staged at Siemens facilities and all crews coordinated and managed by Siemens. Prior to beginning retrofit efforts, Siemens will coordinate all traffic control requirements with the City to gain approval for approved methods for various street configurations, including allowable working hours on arterials, in commercial areas and in residential neighborhoods. MUTCD standards will be adhered to. Siemens will provide any site-specific engineering traffic control plans, to be approved by the City, for sites where deemed necessary, up to 10 locations. Anything beyond this would be subject to additional compensation.

During the installation Siemens will document the LED conversion and update the database to include the LED model installed, date of installation and information on which installer performed the work.

**II-f HID Fixture Disposal**

Siemens will be responsible for all fixture disposal and recycling. Siemens will produce a recycling plan, to be approved by the City. Following disposal, a manifest of disposal will be provided to the City and Republic, that specifies what was recycled, what was sent to the landfill, and how hazardous material was disposed of. Siemens reserves the right to select disposal and recycling firms. This includes use of approved bins and locations for temporary holding locations of fixtures, etc. All disposal costs, fees, etc. are included in the retrofit costs.

**II-g House Side Shield Installation**

Siemens will install house-side shields on LED streetlights. All requests for shields will be reviewed and approved by City staff prior to installation. Siemens assumes that 10% of new LED streetlights will be requested to receive house-side shields within 1 year of retrofit and include full costs for the labor for installing up to 10% of the stock within the 1<sup>st</sup> year.

**II-h Permits**

Siemens will obtain all necessarily permits for the retrofit work. Siemens acknowledges that encroachment permits may be necessary for work on the Pacific Coast Highway and Beach Blvd. In addition, Siemens will obtain any applicable permits for the disposal of fixture material, if necessary.

**II-i SCE Billing Adjustment Processing and Coordination**

Siemens will prepare and submit all forms, paperwork, etc. to SCE to ensure that all billing adjustments are completed to reflect the LED retrofit effort. Siemens will also verify the rate changes through a billing audit and resolve any outstanding billing issues with SCE.

**II-j Post LED Installation Analysis**

Siemens will prepare a post-retrofit cost/benefit analysis of the acquisition and retrofit effort, updating the previous projections based on actual fixture changes, energy use reductions and rebates received. The analysis will be submitted to the City along with a brief narrative explaining the analysis, assumptions and results, as well as a comparison to the previous projections.

**II-k Retrofit Phase Billing**

This phase of the project will be billed monthly based on the number of streetlights converted. All costs will be distributed on per streetlight basis for billing purposes. Final per fixture costs will be based on installation labor rate and a cost + mark up basis for materials. See Exhibit B for the associated schedule of values.



### **III Maintenance Phase**

This phase will begin once the bill of sale has been signed by the City and SCE and the City pays SCE for the assets. This will be done in phases to be determined by SCE, the City and Siemens. Siemens will evaluate assets during the cut over period and identify any service issues that need to be addressed prior to including assets in the standard maintenance service. Siemens will provide a list of outages to the City and to SCE. It is understood that SCE will repair any inoperable fixtures up until the bill of sale is signed by both parties.

The maintenance phase will transition from initial maintenance of the existing poles with HID fixtures to maintenance of existing poles with new LED fixtures as the project progresses. Siemens will provide maintenance services for all fixtures acquired by the City from SCE and provide a monthly bill prorating the fixtures acquired throughout the previous month, by technology and fixture type.

#### **III-a Standard Streetlight Maintenance Duties**

A base monthly fee is established for maintenance of the streetlight system on a per month, per light basis. Siemens will respond to standard maintenance calls within 3 working days. The fee will reflect the total number of lights being served along with adjustments for special fixtures/poles. The fee is expected to be all inclusive, with the sole exceptions being those items identified in the extraordinary maintenance section. Annual services include:

- 24/7 emergency response and securing field location for basic public safety- Siemens includes 80 emergency response calls based on City anticipated total. Any emergency call outs that exceed this number will be charged on a T&M basis.
- Database maintenance
- Customer service portal operations
- LED fixture warranty processing
- System problem assessment/diagnostics
- Maintenance yard. Material and equipment storage
- System reporting and database export to City (quarterly system reports or similar)
- Fuse and fuse holder replacement/repair
- Hand hole cover replacement of (50) standard hand hole covers
- Photocell repair and maintenance
- Coordination with 3<sup>rd</sup> party attachment licensees
- System for submitting and tracking all extraordinary maintenance requests and efforts
- Warranty response for LED fixtures, up to 1% annually
- Semi- annual review of system operation (night check)
- General cleaning of fixture during maintenance call out
- False calls
- Painting of (10) street light poles. This includes the costs for all labor, equipment and materials needed to prep and paint a standard metal streetlight pole (assume 30 foot). It is assumed that a minimum of 5 poles and a maximum of 10 poles would be scheduled for painting as a group.
- Minor rust and graffiti abatement that only necessitates simple tools, such as wire brush and paint. (less than 4 sq ft & below 7 ft above sidewalk). It is assumed that this would occur during a routine maintenance call out or as a scheduled group of 5 or more.

### **III-b Extraordinary Streetlight Maintenance Duties**

Siemens and City recognize that there will be many situations that can and will occur during the maintenance phase of the project that are best addressed individually based on the actual number of occurrences. Items such as accidents resulting in the streetlights being damaged and replaced or the need for specialized shielding devices are expected to occur, though the frequency may vary considerably. These items are being defined as extraordinary maintenance and not included in the base monthly fee for standard maintenance. Individual costs based on unit costs or base assumptions for the level of work have been included in the cost schedule and will form the basis for a work submittal and approval process to the City. All extraordinary maintenance expenses must be preapproved by the City prior the work being completed. The following items have specifically been identified as extraordinary maintenance:

- Knockdown repair
  - Include minor concrete repair/cap replacement
- House side shield purchase and installation
- Overhead wiring replacement
- Pole graffiti abatement (over 4 sq ft)
- Pole painting -- entire pole

### **III-c Maintenance Phase Billing**

This phase of the project will be billed monthly based on technology and fixture type. Extraordinary maintenance services will be billed by task payment for City-approved services, based on associated labor rates and a cost + mark up basis for materials. See Exhibit B for the associated schedule of values.

# EXHIBIT B

**Exhibit B- Schedule of Values- Unit Costs**

	Item	Description	Unit Cost
Acquisition (Asset Acceptance)			
1	Streetlight pole ID tag	This includes the complete cost for fabrication and installation of a unique pole ID tag for each pole. Pole tags will be affixed to poles with an adhesive, no riveting or drilling will be performed. Costs for updating the streetlight pole database are not included. The pole tags will be installed at the same time as the visit to each pole as part of the cut-over process.	\$25.95/pole
2	Data/Database update	This includes the cost for setting up an appropriate streetlight database for the entire system and the cost for updating and entering current data based on the review of each pole as part of the cut over process.	
3	Establishing point of demarcation	This includes the costs associated with establishing the point of demarcation between the SCE maintained portion of the system and the City. This includes visual inspection of the asset and assumed location of fuse or feed point of electricity from SCE service. These locations will be established during the cut-over process with SCE. The location will be indicated in the database.	
LED Retrofit Installation			
4	LED replacement – Cobra head (labor, misc. materials, equipment)	This includes the costs for labor, equipment (trucks, lifts, tools, traffic control, etc.) and materials needed to replace existing cobra head fixtures with a new LED fixture. Includes update of database with model number installed and installation date. The cost per pole shall not include the cost of the actual fixture.	\$87.00/ Each
5	LED replacement – Post Top Acorn (labor, misc. materials, equipment)	This includes the costs for labor, equipment (trucks, lifts, tools, traffic control, etc.) and materials needed to replace existing post top fixtures with a new LED fixture. Includes update of database with model number installed and installation date. The cost per pole shall not include the cost of the actual fixture.	\$154.00/ Each
6	House side shield installation (labor, equipment)	This includes the costs for installation only of new house side shields including labor, equipment (trucks, tools, etc.) and incidental materials needed for the installation. Includes update of database.. The cost does not include the cost of the shield itself.	\$70.00/ Each
Maintenance- Pre-LED Retrofit			
7	HPS Fixture Maintenance – Cobra (labor, materials,	This includes the monthly costs for maintenance of all HPS cobra head fixtures during the period from acquisition of poles through retrofit with new LED fixture. Costs include	\$2.38/ each/month

	equipment)	all labor, materials and equipment needed to keep the existing fixtures functioning properly until the new LED fixtures are installed. This includes all anticipated costs for repairs and maintenance during that time including bulb replacements, ballast replacements, field calls etc. as assumed and prorated across the HPS inventory.	
8	HPS Fixture Maintenance – Post Top Acorn (labor, materials, equipment)	This includes the monthly costs for maintenance of all HPS post top fixtures during the period from acquisition of poles through retrofit with new LED fixture. Costs include all labor, materials and equipment needed to keep the existing fixtures functioning properly until the new LED fixtures are installed. This includes all anticipated costs for repairs and maintenance during that time including bulb replacements, ballast replacements, field calls etc. as assumed and prorated across the HPS inventory.	\$5.07/ each/month
9	HPS House side shield installation (labor, materials, equipment)	This includes the cost for each HPS house side shield installation that may be requested during the pre-retrofit stage. Costs include all labor, equipment and materials including the cost of the shield. These would be billed on an individual basis (not monthly or per pole being maintained).	\$68.00/ Each
<b>Maintenance- Post LED Retrofit</b>			
10	LED Fixture Maintenance – Cobra (labor, materials, equipment)	This includes the cost for all regular maintenance and associated tasks to maintain the cobrahead fixtures in the streetlight system. Detailed scope is included in the Part 1. Scope of Work document above.	\$1.39/ each/month
11	LED Fixture Maintenance – Post Top Acorn (labor, materials, equipment)	This includes the cost for all regular maintenance and associated tasks to maintain the post top fixtures in the streetlight system. Detailed scope is included in the Part 1. Scope of Work document above.	\$3.11/ each/month
12	LED Fixture Replacement – Cobra head (warranty)	This includes the cost to process and complete a warranty replacement of an LED cobra head fixture including all labor, equipment and incidental materials needed to complete repair. This should exclude the cost for a replacement fixture or assumption of any prorated fixture costs.	\$85.00/ Each
13	LED Fixture Replacement – Post Top Acorn (warranty)	This includes the cost to process and complete a warranty replacement of an LED post top fixture including all labor, equipment and incidental materials needed to complete repair. This should exclude the cost for a replacement fixture or assumption of any prorated fixture costs.	\$152.00/ Each
14	House side shield	This includes the costs associated with the installation of a	\$68.00/

	installation (labor, equipment)	house side shield on a LED fixture excluding the cost of the actual shield. The costs should include labor, equipment, tools and incidental materials needed to complete a standard installation. This assumes a standard cobra head style fixture and a factory standard shield available for purchase (does not include custom installations and decorative fixtures).	Each
<b>Extraordinary Maintenance</b>			
15	Knockdown pole replacement – No foundation (labor, equipment, materials)	<p>This includes the costs associated with the replacement of an entire streetlight pole, luminaire arm, fixture and wiring typically associated with a streetlight knockdown that does not require replacement of the foundation. This is based on the following assumptions: a 30 foot, marbelite pole with a standard 150 watt equivalent LED cobra head fixture.</p> <p>The City understands that there will be considerable variation in costs for these repairs under the contract and anticipates work being authorized individually through a quote process.</p> <p>These repairs will not be completed as part of an initial emergency response. Costs are based on a single replacement with work completed during normal work hours scheduled within the requested repair interval.</p>	\$6,746.00/ Each
16	Knockdown pole replacement – incl. foundation (labor, equipment, materials)	<p>This includes the costs associated with the replacement of an entire streetlight pole, luminaire arm, fixture and wiring typically associated with a streetlight knockdown that does require replacement of the foundation. This is based on the following assumptions: a 30 foot, marbelite pole with a standard 150 watt equivalent LED cobra head fixture.</p> <p>The City understands that there will be considerable variation in costs for these repairs under the contract and anticipates work being authorized individually through a quote process.</p> <p>These repairs will not be completed as part of an initial emergency response. Costs are based on a single replacement with work completed during normal work hours scheduled within the requested repair interval.</p>	\$7,658.00/ Each
17	Pull box lid replacement	This includes the cost of labor, materials and equipment to purchase, supply and replace a pull box lid with a fiberlyte	\$165.00/ Each

	(labor, equipment, materials)	lid due to damage or missing lid.	
18	Pole graffiti abatement	This includes the estimated cost per pole to remove or cover reported graffiti. Costs include labor, equipment and materials needed to complete each individual abatement assuming 20 to 50 calls per year. Over 4SF and/or higher than 7ft.	\$248.00/ Each
19	Overhead wiring replacement	Total cost to repair or replace damaged overhead wiring. Cost provided per foot of wire being replaced. Costs include labor, equipment and materials to complete the repair during normal working hours.  The City understands that there will be considerable variation in costs for these repairs under the contract and anticipates work being authorized individually through a quote process.	\$15/foot, or lump sum as quoted
20	Pole painting	This includes the costs on a per occurrence (per pole) basis for all labor, equipment and materials needed to prep and paint a standard metal streetlight pole (assume 30 foot). It is assumed that a minimum of 5 poles and a maximum of 20 poles would be scheduled for painting as a group.	\$479.00/ Each

**Schedule of Values- Rates**

<b>1. Labor</b>	<b>Regular Time*</b>	<b>Overtime*</b>	<b>Premium Time*</b>
Maintenance Superintendent	\$130.00	\$160.00	\$185.00
Foreman	\$130.00	\$160.00	\$185.00
Electrician	\$120.00	\$150.00	\$175.00
Laborer	\$85.00	\$105.00	\$125.00
<b>2. Equipment</b>	<b>Rate per Hour</b>		
Bucket Truck	\$35.00		
Service Truck	\$25.00		
<b>3. Material Mark up (from actual invoice cost)</b>			
Streetlight LED Retrofit Installation Materials	25%		
Streetlight Maintenance Materials	20%		

\* Work hours are as follows:

- o Regular Hours – 7:30am to 4:00pm Monday Thru Friday except Holidays
- o Overtime
  - 1. Monday thru Friday after 4:00pm (for the first four hours)
  - 2. Saturday for the first 12 hours worked
- o Premium Time
  - 1. Monday thru Saturday After 12 working hours
  - 2. Sunday & Holidays all day (24 hours)



## **Purchase Order Issuance**

The City will issue purchase orders based on the scope of work to be provided. There are three distinct scope categories and associated purchase orders will be issued as follows:

### **1. Acquisition (Asset Acceptance)**

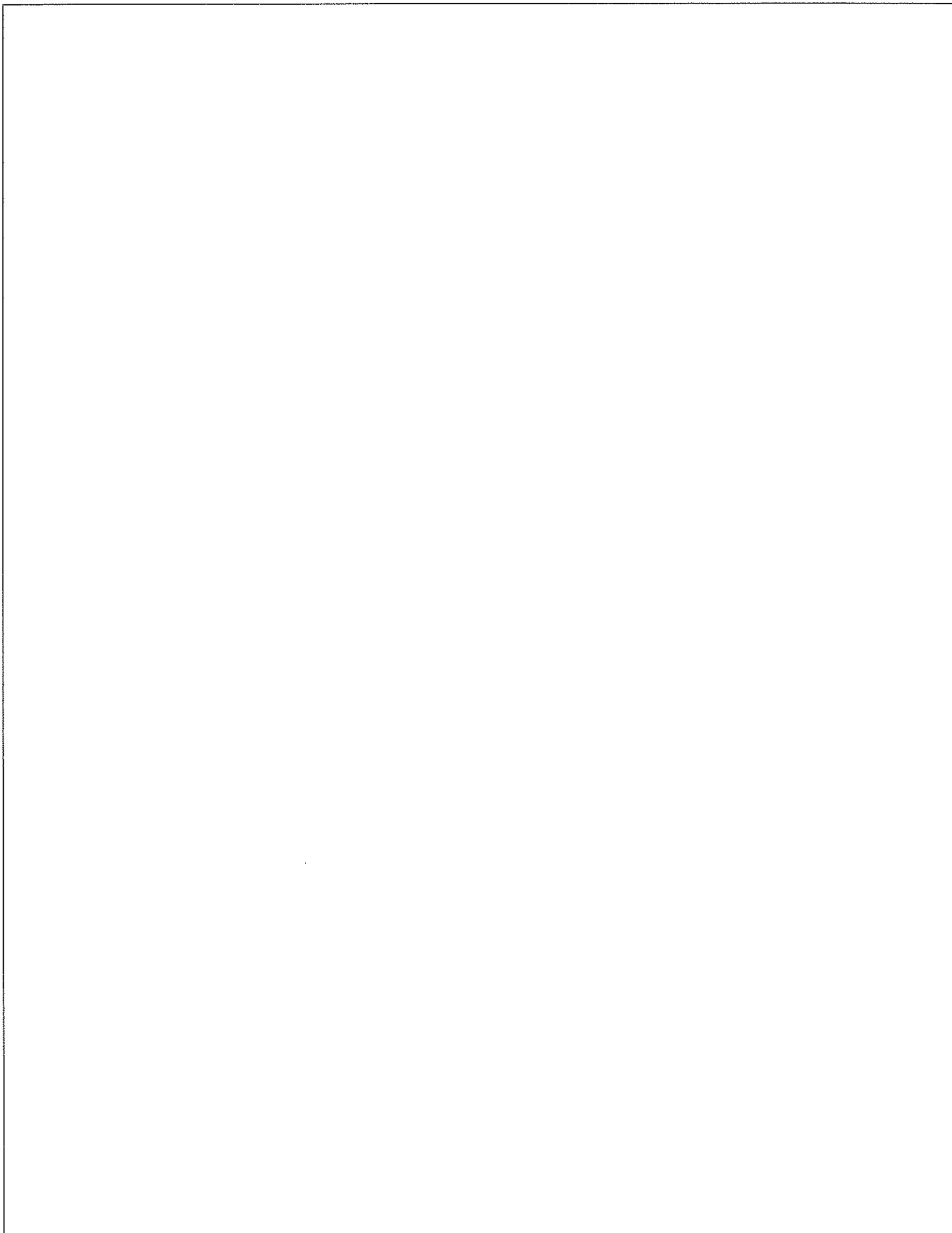
- a. One (1) purchase order will be issued at the beginning of the contract for the acquisition services described in Exhibit A Scope of Work. Siemens will invoice the City on a Monthly basis for services provided, based on the schedule of values in Exhibit B, until the scope of work has been completed.

### **2. LED Retrofit Installation**

- a. One (1) purchase order will be issued at the beginning of the contract for the LED retrofit services described in Exhibit A Scope of Work. Siemens will invoice the City on a Monthly basis for services provided, based on the schedule of values in Exhibit B, until the scope of work has been completed.

### **3. Maintenance**

- a. Multiple purchase orders will be issued for maintenance services. One will be issued at the beginning of the contract for the cutover services described in Exhibit A Scope of Work. Subsequent purchase orders will be issued per fiscal year starting October 1<sup>st</sup> of each year of service. Siemens will invoice the City on a Monthly basis for services provided, based on the schedule of values in Exhibit B. Maintenance term is for 3 years with two (2) optional one (1) year extensions per City discretion.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/16/2017

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

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

<b>PRODUCER</b> MARSH USA, INC. 445 SOUTH STREET MORRISTOWN, NJ 07960-6454	<b>CONTACT</b> NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS:
100129-MOBI-16/17	MOBI VALEN 1185P
<b>INSURED</b> SIEMENS INDUSTRY, INC. MOBILITY DIVISION 1000 DEERFIELD PARKWAY BUFFALO GROVE, IL 60089-4513	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: HDI Global Insurance Company INSURER B: The Travelers Indemnity Company INSURER C: Travelers Property Casualty Co. of America INSURER D: INSURER E: INSURER F:

**COVERAGES** **CERTIFICATE NUMBER:** NYC-008728386-03 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD Y/N	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		GLD1110108	10/01/2016	10/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 100,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ INCL.
C	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		TC2JCAP7440L34A16	10/01/2016	10/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ N/A BODILY INJURY (Per accident) \$ N/A PROPERTY DAMAGE (Per accident) \$ N/A
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> <b>EXCESS LIAB</b> DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N/A	TC2JUB7440L27116 (AOS) TRKUB7440L28316 (AZ, MA, OR & WI) TWXJUB7440L33816 (OH & WA) ***\$500K LIMIT / \$500K SIR***	10/01/2016 10/01/2016 10/01/2016	10/01/2017 10/01/2017 10/01/2017	<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

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

SEE ATTACHED

APPROVED AS TO FORM

By:   
MICHAEL E. GATES  
CITY ATTORNEY  
CITY OF HUNTINGTON BEACH

## CERTIFICATE HOLDER

CITY OF HUNTINGTON BEACH  
DEPARTMENT OF PUBLIC WORKS  
2000 MAIN STREET  
HUNTINGTON BEACH, CA 92648

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
of Marsh USA Inc.

Manashi Mukherjee

AGENCY CUSTOMER ID: 100129

LOC #: Morristown



## ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY MARSH USA, INC.		NAMED INSURED SIEMENS INDUSTRY, INC. MOBILITY DIVISION 1000 DEERFIELD PARKWAY BUFFALO GROVE, IL 60089-4513
POLICY NUMBER		
CARRIER	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

RE: STREETLIGHT MAINTENANCE PROPOSAL

THE CITY OF HUNTINGTON BEACH, ITS OFFICERS, ELECTED OR APPOINTED OFFICIALS, EMPLOYEES, AGENTS AND VOLUNTEERS IS HEREBY ADDITIONAL INSURED AS OBLIGATED UNDER CONTRACT UNDER THE REFERENCED GENERAL LIABILITY AND AUTOMOBILE LIABILITY INSURANCE POLICIES.

\$1,000,000 PROFESSIONAL LIABILITY IS INCLUDED UNDER THE GENERAL LIABILITY POLICY.

GENERAL LIABILITY POLICY NUMBER GLD1110105: BODILY INJURY LIABILITY, PROPERTY DAMAGE LIABILITY, PERSONAL INJURY AND ADVERTISING INJURY COMBINED: \$30,000.00 DEDUCTIBLE EACH OCCURRENCE OR OFFENSE.

AUTOMOBILE LIABILITY DEDUCTIBLE IS \$750,000 PER OCCURRENCE FOR BODILY INJURY AND PROPERTY DAMAGE TO THIRD PARTIES.

WORKERS' COMPENSATION / EMPLOYERS LIABILITY DEDUCTIBLE IS \$750,000 PER OCCURRENCE.

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

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

**SCHEDULE**

**Name of Person or Organization:**

**THE CITY OF HUNTINGTON BEACH, ITS OFFICERS, ELECTED OR APPOINTED OFFICIALS, EMPLOYEES,  
AGENTS AND VOLUNTEERS**

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

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

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

POLICY NUMBER: TC2J-CAP-7440L34A-TIL-16

COMMERCIAL AUTO  
ISSUE DATE: 09-08-16

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

## **DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

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

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

### **SCHEDULE**

**Name Of Person(s) Or Organization(s):**

**THE CITY OF HUNTINGTON BEACH, ITS OFFICERS, ELECTED OR APPOINTED OFFICIALS, EMPLOYEES,  
AGENTS AND VOLUNTEERS**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II - Cov-

ered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I - Covered Autos Coverages of the Auto Dealers Coverage Form.