

**THIRD AMENDMENT TO AGREEMENT 653 BETWEEN  
THE CITY OF CUPERTINO AND TANKO LIGHTING  
FOR CONSTRUCTION MANAGEMENT AND  
CONSULTING SERVICES FOR VARIOUS CIP  
PROJECTS**

This Third Amendment to Agreement 653 is by and between the City of Cupertino, a municipal corporation (hereinafter "City") and Tanko Lighting a Corporation ("Contractor") whose address is 220 Bayshore Blvd, San Francisco, CA 94124 and is made with reference to the following:

RECITALS:

- A. The City and Contractor entered into an Agreement for Construction Management and Consulting Services for Various CIP Projects effective January 10, 2023 ("Original Agreement") with term expiring June 30, 2024.
- B. The City and Consultant entered into a First Amended Agreement for Construction Management and Consulting Services for Various CIP Projects ("First Amendment") effective April 22, 2024, with term expiring June 30, 2026.
- C. The City and Consultant entered into a Second Amended Agreement for Construction Management and Consulting Services on Various CIP Projects (Second Amendment") effective September 6, 2024, with term expiring June 30, 2026.
- D. The Original Agreement, First Amendment and Second Amendment are collectively referred to as the "Agreement" unless otherwise indicated herein.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. Paragraph 2.1 of the Agreement is modified to read as follows: Scope of Services. Consultant agrees to provide the Services "as needed" and as set forth in the Scope of Services, attached and incorporated here as Exhibit A. The Services must comply with this Agreement and with each Service Order issued under the authority of the City Director of Public Works or his designee, in accordance with the following procedures. Consultant further agrees to carry out its work in compliance with any applicable local, State, or Federal order regarding COVID- 19.

Exhibit A of the Agreement is modified as follows: additional Scope of Services, attached here and incorporated as Exhibit A-2

2. Paragraph 4.1 of the Agreement is modified to read as follows: Maximum Compensation. City will pay Consultant for satisfactory performance of the Services a total amount that will be based upon actual costs but that will be capped so as not to exceed \$ 306,914 (" Contract Price"), based on the budget and rates set forth in Exhibit C, Compensation, attached and incorporated here. The Contract Price includes all expenses and reimbursements and will remain in place

even if Consultant's actual costs exceed the capped amount. No extra work or payment is permitted in excess of the Contract Price.

Exhibit C of the Agreement is modified as follows: additional Compensation, attached and incorporated here as Exhibit C-2

3. Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this modification of Agreement to be executed.

CITY OF CUPERTINO

By Pamela Wu  
Title City Manager  
Date 02/12/2025

TANKO LIGHTING

By Jason Tanko  
Title Chief Executive Officer  
Date 02/06/2025

APPROVED AS TO FORM

Christopher D. Jensen  
City Attorney

ATTEST:

Krista Spencer  
City Clerk

Date 02/12/2025

# Construction Management – Scope of Services

## Task 1.0: LED Conversion Phase

### Task 1.01: Community Outreach and Notification

CONSULTANT shall coordinate with the CITY's media office to help develop a community outreach and notification plan prior to the commencement of any project activities. The plan will ensure project awareness and minimize public disturbance. CONSULTANT shall develop the message and provide the planned installation schedule to the CITY's media staff for distribution through the CITY's existing media outlets (press releases, website, etc.).

#### **Deliverables:**

- Project Messaging and Schedule: Specific language, draft press release, and timelines related to installation to assist with notifying community members of the project.

### **Pricing – Task 1.01: Community Outreach and Notification**

Position	Hourly Rate	Estimated Hours	Extended Price
Principal	\$250	10	\$2,500
Project Manager	\$188	32	\$6,016
Data Analyst	\$156	12	\$1,872
<b>Total Not to Exceed Price:</b>			<b>\$10,388</b>

### Task 1.02: Logistics Management

CONSULTANT shall:

- Ensure the selected installation contractor stages the receipt of fixture shipments for installation in a manner that ensures the secured storage of materials.
- Provide the CITY with a schedule of anticipated shipping dates for materials once the materials order is placed.
- Develop an installation plan that minimizes inconvenience to the CITY and includes ordering schedules, traffic control plans, waste disposal and recycling procedures (that comply with all applicable State and Federal laws), and installation and commissioning schedules as required to the CITY.
- Facilitate a pre-construction Kick-Off meeting with CITY staff and the installation contractor to review the traffic control plans, work safety, permitting requirements public safety and waste material handling procedures and requirements prior to the start of installation.
- Coordinate and participate in regularly scheduled progress meetings with CITY staff.

#### **Deliverable:**

- Logistics Management Details: Ordering, traffic control plans, required permits, disposal strategy, pre-construction meeting, ongoing meetings, installation and commissioning schedules.



### Pricing – Task 1.02: Logistics Management

Position	Hourly Rate	Estimated Hours	Extended Price
Principal	\$250	21	\$5,250
Project Manager	\$188	104	\$19,552
Data Analyst	\$156	67	\$10,452
Total Not to Exceed Price:			\$35,254

### Task 1.03: Installation Management

CONSULTANT shall:

- Develop installation maps and provide installers and relevant CITY staff for accurate project tracking.
- Ensure that any poles missing pole tags are updated with pole tags consistent with CITY's existing system.
- Ensure that installers are equipped with handheld devices and train them in collecting relevant data on both the HPS fixtures being removed, as well as the LED fixtures being installed.
- Track each crew's daily progress via time-stamped data on every fixture location.
- Provide immediate instruction to crews on any course corrections necessary.

#### Deliverable:

- Installation Maps: Maps with locations and fixture information used to dispatch installation crews and allow CITY staff to track installation routes.
- Weekly Installation Report: A detailed listing of the locations completed during the installation phase, along with maps corresponding to locations.

### Pricing – Task 1.03: Installation Management

Position	Hourly Rate	Estimated Hours	Extended Price
Principal	\$250	10	\$2,500
Project Manager	\$188	109	\$20,492
Data Analyst	\$156	173	\$26,988
Total Not to Exceed Price:			\$49,980

### Task 1.04: Commissioning Coordination

CONSULTANT shall ensure that the installers perform final inspection on all fixtures, correct any "punch list" items, test lights to ensure that they work, and identify locations where repair needs CITY assistance. CONSULTANT shall provide a complete commissioning report outlining any errors and actions taken to correct errors.

#### Deliverable:

- Commissioning Report: Detailed analysis of final installation verification and testing, including an outline of any errors and actions taken to correct errors.



### Pricing – Task 1.04: Commissioning Coordination

Position	Hourly Rate	Estimated Hours	Extended Price
Principal	\$250	8	\$2,000
Project Manager	\$188	45	\$8,460
Data Analyst	\$156	39	\$6,084
Total Not to Exceed Price:			\$16,544

### Task 1.05: Rebate and Tariff Change Coordination

CONSULTANT shall:

- Research any available rebate programs and facilitate all necessary tasks to ensure that the CITY receives the rebates and billing changes for which it is eligible.
- Prepare all necessary and required documentation for the rebates and submit these to the appropriate departments within the agency.
- Follow up with the agency to confirm the materials have been received and are in process.
- Assist the CITY with responses to any utility/agency questions regarding the submitted applications for rebates.
- Coordinate with the utility on changing tariffs to the newly-installed LED fixture rates by preparing the necessary documentation, submitting it to the utility, confirming the materials have been received, and obtaining the timing for the modification to be processed.
- If known, provide the contact information for the appropriate party addressing any rate changes for the CITY.
- Assist the CITY with responses to any utility questions regarding the submitted applications for tariff changes.

### Deliverable:

- Rebate and Tariff Change Documentation: A compilation of copies of paperwork submitted and processed with the utility regarding rebate applications and tariff changes.

### Pricing – Task 1.05: Rebate and Tariff Change Documentation

Position	Hourly Rate	Estimated Hours	Extended Price
Principal	\$250	0	\$0
Project Manager	\$188	32	\$6,016
Data Analyst	\$156	35	\$5,460
Total Not to Exceed Price:			\$11,476

### Task 1.06: Final Reporting

CONSULTANT shall coordinate all final reporting and data requirements to ensure that the CITY considers the project is compliant and complete. This includes finalizing the GIS layer with design and construction data and updating the analysis of gross cost, savings, incentives, net cost, and payback of finalized design, including any operation and maintenance of costs and savings. Additionally, CONSULTANT shall provide contacts and the process whereby the CITY can obtain warranty support with the manufacturer(s) should it be necessary.

**Deliverable:**

- Final Reporting Documentation: Final requirements necessary to process the available rebates and tariff changes with the CITY, as well as post-construction electronic GIS records for all newly-installed streetlights in the CITY, including all wattages, badge numbers, locations, and other associate attributes, and environmental disposal documentation.

**Pricing – Task 1.06: Final Reporting**

Position	Hourly Rate	Estimated Hours	Extended Price
Principal	\$250	10	\$2,500
Project Manager	\$188	69	\$12,972
Data Analyst	\$156	70	\$10,920
<b>Total Not to Exceed Price:</b>			<b>\$26,392</b>

**OPTIONAL – Task 1.07: Remedy of Miss-Billings**

Based on the results of the Data Reconciliation Report, CONSULTANT shall provide additional assistance reconciling the streetlight billing discrepancies with the utility to credit the CITY for any miss-billings.

**Deliverable:**

- Miss-Billing Documentation: Submission of required documentation to utility to remedy any streetlight mis-billings. Follow up meeting and coordination with CITY and utility as needed.

**Pricing – Task 1.07: Remedy of Miss-Billings**

Position	Hourly Rate	Estimated Hours	Extended Price
Principal	\$250	0	\$0
Project Manager	\$188	12	\$2,256
Data Analyst	\$156	16	\$2,496
<b>Total Not to Exceed Price:</b>			<b>\$4,752</b>

**OPTIONAL – Task 1.08: Custom Design for Decorative Fixtures**

Any decorative fixture beyond the standard design process (defined as any non-cobra head fixture where the design can be determined through the audit process or has already been designed) will require a custom LED replacement design, provided on a per custom design created (not on a per fixture basis).

**CONSULTANT shall** design the custom LED retrofit (note this shall be one custom design for an estimated twenty (20) shoebox fixtures), dispatch of a contractor to measure the fixture, design of a custom insert, coordination with a metal fabricator to create a sample, etc. Should the CITY opt for this Task, it will be performed prior to Task 1.03 – Installation Management.

**Deliverable:**

- Custom Retrofit Fixture: A custom designed LED retrofit that preserves the aesthetics of the existing shoebox fixture while providing the improved light quality and energy saving benefits.



### Pricing – OPTIONAL Task 1.08: Custom Design for Decorative Fixtures

Position	Hourly Rate	Estimated Hours	Extended Price
Principal	\$250	4	\$1,000
Project Manager	\$188	6	\$1,128
Data Analyst	\$156	0	\$0
<b>Total Not to Exceed Price:</b>			<b>\$2,128</b>

### Summary of Services

Task	Not to Exceed Price
Task 1.01: Community Outreach and Notification	\$10,388
Task 1.02: Logistics Management	\$35,254
Task 1.03: Installation Management	\$49,980
Task 1.04: Commissioning Coordination	\$16,544
Task 1.05: Rebate and Tariff Change Coordination	\$11,476
Task 1.06: Final Reporting	\$26,392
<b>Total Not to Exceed Price:</b>	<b>\$150,034</b>
<b>Optional Tasks</b>	
OPTIONAL Task 1.07: Remedy of Miss-Billings	\$4,752
OPTIONAL Task 1.08: Custom Design for Decorative Fixtures	\$2,128
<b>Total Cost for Optional Adders (Not included in the above):</b>	<b>\$6,880</b>



# Construction Management – Scope of Services

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### Summary of Services

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<b>Total Not to Exceed Price:</b>	<b>\$150,034</b>
<b>Optional Tasks</b>	
OPTIONAL Task 1.07: Remedy of Miss-Billings	\$4,752
OPTIONAL Task 1.08: Custom Design for Decorative Fixtures	\$2,128
<b>Total Cost for Optional Adders (Not included in the above):</b>	<b>\$6,880</b>





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/24/2025

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 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).

PRODUCER LIC #0L72977 1-888-845-2248  
McSherry & Hudson, An Alera Group Company1901 S. Bascom Avenue  
Suite 1190  
Campbell, CA 95008 USAINSURED  
Tanko Street Lighting, Inc.  
DBA: Tanko Lighting  
220 Bayshore Blvd.

San Francisco, CA 94124 USA

CONTACT

NAME:

PHONE

(A/C, No, Ext):

FAX

(A/C, No):

E-MAIL

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: GEMINI INS CO

10833

INSURER B: TRAVELERS IND CO OF CT

25682

INSURER C: TRAVELERS PROP CAS CO OF AMER

25674

INSURER D: UNDERWRITERS AT LLOYDS LONDON

15792

INSURER E:

INSURER F:

**COVERAGES**

CERTIFICATE NUMBER: 751717672

REVISION NUMBER: 2

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X X	VIGP027296	05/19/24	05/19/25	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					\$
B	AUTOMOBILE LIABILITY	X X	BA-0N492815-24-14-G	05/19/24	05/19/25	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	VIFX003004	05/19/24	05/19/25	EACH OCCURRENCE \$ 4,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 4,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	X	UB-5K373797-24-14-G	05/19/24	05/19/25	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional		PSM0039964400	05/19/24	05/19/25	Each/Aggregate 2M/4M

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

RE: Master Agreement for Construction Management

Additional Insured per written contract:

The City of Cupertino, its City Council, officers, officials, employees, agents, servants and volunteers

General Liability Deductible:\$5,000 BI/PD Deductible per Occurrence

Auto Deductible: Comp \$1,000, Coll \$1,000

Workers' Comp Deductible: \$0

**CERTIFICATE HOLDER**City of Cupertino  
Cupertino City Hall

10300 Torre Avenue

Cupertino, CA 95014

USA

**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

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ACORD 25 (2010/05)

maggil2

751717672

The ACORD name and logo are registered marks of ACORD



# SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE  
01/24/2025

NAME OF INSURED: Tanko Street Lighting, Inc.  
DBA: Tanko Lighting

Additional Description of Operations/Remarks from Page 1:

Additional Information:

Includes:

General Liability:

Additional Insured per attached forms.

Primary Wording per attached form.

Per Project Aggregate per attached form.

Waiver of Subrogation per attached form.

Notice of Cancellation per attached form.

Automobile Liability:

Additional Insured and Waiver of Subrogation per attached form.

Primary Wording per attached form.

Notice of Cancellation per attached form.

Workers Compensation:

Waiver of Subrogation per attached form.

Notice of Cancellation per attached form.

Policy Number: **VIGP027296**  
Insured Name: Tanko Streetlighting, Inc.  
Number: 41

VE 01 39 05 15

Effective Date: 12/18/2024

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

**NOTICE OF CANCELLATION TO DESIGNATED ENTITIES**

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

SCHEDULE
<b>Name of Person or Organization:</b> City of Cupertino <b>Street Address:</b> 10300 Torre Avenue <b>City:</b> Cupertino <b>State:</b> CA <b>Zip Code:</b> 95014

TRANSACTION PREMIUM CHARGE
\$250.00

If we cancel this policy on or before the expiration date of the policy, we will mail or deliver to the person or organization shown in the schedule above, written notice of cancellation to the address included above at least 30 days before the effective date of cancellation.

Notice of cancellation will state the effective date of cancellation. The policy will end on that date.

If the notice is mailed, proof of mailing shall be sufficient proof of notice

This endorsement shall not apply for the following reasons:

- a. Cancellation for nonpayment of premium; or
- b. Non-renewal of the policy for any reason.

All other terms and conditions of the policy shall apply and remain unchanged.

Policy Number: **VIGP027296**  
Insured Name: Tanko Streetlighting, Inc.  
Number: 42

CG 24 04 12 19

Effective Date: 12/18/2024

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

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

Schedule
<b>Name Of Person(s) Or Organization(s):</b> City of Cupertino 10300 Torre Avenue Cupertino CA 95014
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

All other terms and conditions of this Policy remain unchanged.



Policy Number: **VIGP027296**  
Insured Name: Tanko Streetlighting, Inc.  
Number: 33

VE 09 73 04 20

Effective Date: 05/19/2024

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

**PRIMARY AND NONCONTRIBUTORY —  
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

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The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other Commercial General Liability insurance available to an additional insured under your policy, but only if:

- (1) The additional insured is a Named Insured under such other Commercial General Liability insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other Commercial General Liability insurance available to the additional insured.

Coverage granted to an additional insured remains subject to all terms, conditions, limitations, and exclusions set forth in the endorsement form that conferred the additional insured status. In the event of conflict between this endorsement and an endorsement conferring additional insured status, then the endorsement conferring additional insured status shall govern the scope of coverage available to the additional insured.

All other terms and conditions of this Policy remain unchanged.

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

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

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

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location And Description Of Completed Operations</b>
Any person or organization for whom you are performing "commercial construction" during the period of this policy and have agreed in a written contract to add as an additional insured for	
products-completed operations. "Commercial construction" does not include any habitational or residential construction other than hotels or apartments	

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

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard". However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.



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

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location(s) Of Covered Operations</b>
Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**Policy Number:** VIGP027296  
**Insured Name:** Tanko Street Lighting, Inc.  
**Number:**

**VE 04 87 12 13**

**Effective Date:** 5.19.2024

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

**DESIGNATED LOCATION(S)  
GENERAL AGGREGATE LIMIT - SUBJECT TO A  
MAXIMUM AGGREGATE**

This endorsement modifies insurance provided under the following:

**SCHEDULE**

**Designated Location(s):**

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A**, and for all medical expenses caused by accidents under Section **I** – Coverage **C**, which can be attributed only to operations at a single designated "location" shown in the Schedule above:
- 1.** A separate Designated Location General Aggregate Limit applies to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  - 2.** The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
    - a.** Insureds;
    - b.** Claims made or "suits" brought; or
    - c.** Persons or organizations making claims or bringing "suits".
  - 3.** Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Location General Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" shown in the Schedule above.
  - 4.** The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Location General Aggregate Limit.
  - 5.** All payments under this endorsement are subject to the Maximum Aggregate Limit of:



The Maximum Aggregate Limit is the most we will pay under this endorsement regardless of the number of Designated Location General Aggregate Limits. The Maximum Aggregate Limit is not available to pay for damages or expenses other than as set forth in the endorsement.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A**, and for all medical expenses caused by accidents under Section **I** – Coverage **C**, which cannot be attributed only to operations at a single designated "location" shown in the Schedule above:
1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
  2. Such payments shall not reduce any Designated Location General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Location General Aggregate Limit.
- D.** For the purposes of this endorsement, the **Definitions** Section is amended by the addition of the following definition:
- "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
- E.** The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION OR NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

### SCHEDULE

CANCELLATION: Number of Days Notice: 30

WHEN WE DO NOT RENEW (Nonrenewal): Number of Days Notice: 30

PERSON OR

ORGANIZATION: CITY OF CUPERTINO

ADDRESS: 10300 TORRE AVENUE  
CUPERTINO CA 95014

### PROVISIONS

A. If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

B. If we do not renew this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for When We Do Not Renew (Nonrenewal) in the Schedule above, we will mail notice of nonrenewal to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for When We Do Not Renew (Nonrenewal) in such Schedule before the effective date of nonrenewal.

**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.

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

#### **\*\*\*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



COMMERCIAL AUTO

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:

- If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
  - The airbags are not covered under any warranty; and
  - 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:

- You (if you are an individual);
- A partner (if you are a partnership);
- A member (if you are a limited liability company);
- An executive officer, director or insurance manager (if you are a corporation or other organization); or
- 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.



**4. Loss Payment – Physical Damage Coverages**

At our option, we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

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

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

**B. General Conditions****1. Bankruptcy**

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

**2. Concealment, Misrepresentation Or Fraud**

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceals or misrepresents a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

**3. Liberalization**

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

**4. No Benefit To Bailee – Physical Damage Coverages**

We will not recognize any assignment or grant any coverage for the benefit of any per-

son or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

**\*\*\*5. Other Insurance \*\*\***

a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Covered Autos Liability Coverage this Coverage Form provides for the "trailer" is:

- (1) Excess while it is connected to a motor vehicle you do not own; or
- (2) Primary while it is connected to a covered "auto" you own.

b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract".

d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

**6. Premium Audit**

a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.



**WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY  
ENDORSEMENT WC 99 06 R3 (00)**

**POLICY NUMBER:** UB-5K373797-24-14-G

**NOTICE OF CANCELLATION  
TO DESIGNATED PERSONS OR ORGANIZATIONS**

The following is added to **PART SIX – CONDITIONS:**

**Notice Of Cancellation To Designated Persons Or Organizations**

If we cancel this policy for any reason other than non-payment of premium by you, we will provide notice of such cancellation to each person or organization designated in the Schedule below. We will mail or deliver such notice to each person or organization at its listed address at least the number of days shown for that person or organization before the cancellation is to take effect.

You are responsible for providing us with the information necessary to accurately complete the Schedule below. If we cannot mail or deliver a notice of cancellation to a designated person or organization because the name or address of such designated person or organization provided to us is not accurate or complete, we have no responsibility to mail, deliver or otherwise notify such designated person or organization of the cancellation.

**SCHEDULE**

<b>Name and Address of Designated Persons or Organizations:</b>	<b>Number of Days Notice</b>
City of Cupertino 10300 Torre Ave Cupertino, CA 95014	30

POLICY NUMBER: UB-5K373797-24-14-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 2.00 % of the California workers' compensation premium.

**Schedule**

**Person or Organization**

ANY PERSON OR ORGANIZATION FOR  
WHICH THE INSURED HAS AGREED  
BY WRITTEN CONTRACT EXECUTED  
PRIOR TO LOSS TO FURNISH THIS  
WAIVER.

**Job Description**

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

Policy No.

Endorsement No.  
Premium

Insurance Company

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



**SECOND AMENDMENT TO AGREEMENT 653**  
**BETWEEN THE CITY OF CUPERTINO AND TANKO**  
**LIGHTING FOR CONSTRUCTION MANAGEMENT**  
**AND CONSULTING SERVICES FOR VARIOUS CIP**  
**PROJECTS**

This Second Amendment to Agreement 653 is by and between the City of Cupertino, a municipal corporation (hereinafter "City") and Tanko Lighting, a Corporation ("Contractor") whose address is 220 Bayshore Blvd., San Francisco, CA 94124, and is made with reference to the following:

RECITALS:

- A. The City and Contractor entered into an Agreement for Construction Management and Consulting Services for Various CIP Projects, effective January 10, 2023 ("Original Agreement") with a term expiring on June 30, 2024.
- B. The City and the Consultant entered into a First Amended Agreement for Construction Management and Consulting Services for Various CIP Projects ("First Amendment") effective April 22, 2024, with a term expiring on June 30, 2026; and
- C. The Original Agreement and First Amendment are collectively referred to as the "Agreement" unless otherwise indicated.
- D. City and Contractor desire to modify the Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. Paragraph 2.1 of the Agreement is modified to read as follows: Scope of Services. Consultant agrees to provide the Services "as needed" and as set forth in the Scope of Services, attached and incorporated here as Exhibit A. The Services must comply with this Agreement and with each Service Order issued under the authority of the City Director of Public Works or his designee, in accordance with the following procedures. Consultant further agrees to carry out its work in compliance with any applicable local, State, or Federal order regarding COVID-19.

Exhibit A of the Agreement is modified as follows: additional Scope of Services, attached here and incorporated as Exhibit A-1.


2. Paragraph 4.1 of the Agreement is modified to read as follows: Maximum Compensation. City will pay Consultant for satisfactory performance of the Services a total amount that will be based upon actual costs but that will be capped so as not to exceed \$179,258 ("Contract Price"), based on the budget and rates set forth in Exhibit C, Compensation, attached and incorporated here. The Contract Price includes all expenses and reimbursements and will remain in place even if Consultant's actual costs exceed the capped amount. No extra work or payment is permitted in excess of the Contract Price.

Exhibit C of the Agreement is modified as follows: additional Compensation, attached here and incorporated as Exhibit C-1.


3. Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this modification of Agreement to be executed.

CITY OF CUPERTINO

By   
Title Director of Public Works  
Date Sep 6, 2024

TANKO LIGHTING

By   
Title Chief Executive Officer  
Date Sep 4, 2024

APPROVED AS TO FORM

Christopher D. Jensen

City Attorney

ATTEST:

Kristen Agnacion

City Clerk

Date Sep 6, 2024

**EXPENDITURE DISTRIBUTION**

Item	PO Number	Amount
Amendment 1	Extend Term to 6/30/2026	Original NTE 175,000
Amendment 2	Increase funding	4,258.00
<b>NTE TOTAL</b>		<b>179,258.00</b>
SO 1 Updated Streetlight Transition Assessment	2023-328	-9,190.00
SO 2 LED Streetlight Transition	2024-179	-164,187.00
<b>MASTER AGREEMENT BALANCE</b>		<b>5,881.00</b>



*Bringing passion to light.*

August 28, 2024

Jo Anne Johnson  
Public Works Project Manager  
Department of Public Works  
City of Cupertino, CA  
JoanneJ@cupertino.gov

RE: Proposed Additional Scope and Budget – Agreement 653, Service Order No. 2

Dear Ms. Johnson,

Per your request, please find below Tanko Lighting's proposed additional scope and budget for Agreement 653, Service Order No. 2.

### **Proposed Scope of Work**

#### **Task 1.06a: Updated Bid Documents**

As the City is no longer interested in separating the material and installation bids for this project, Tanko Lighting will combine the draft technical specifications and bid schedules (that are currently separated) into one draft technical specification and bid schedule, such that both installation and materials are combined into one bid.

Additionally, Tanko Lighting will define how any proposed substitute fixtures will be submitted and evaluated and will develop a substitution request form that lists items to be submitted for evaluation (e.g. product cut sheets, photometric analysis, sample fixtures for field testing, etc.).

#### **Deliverables:**

- Updated Bid Documents: Draft updated technical specifications and bid schedule representing a combined installation/materials bid, as well as submission and evaluation processes for substitute fixture requests.
- Substitution Request Form: Draft document that formally requests a material substitution and lists required submittals.

### **Proposed Pricing**

#### **Task 1.06a: Updated Bid Documents**

Position	Hourly Rate	Estimated Hours	Extended Price
Principal	\$250	5	\$1,250
Project Manager	\$188	16	\$3,008
Project Associate	\$156	-	-
<b>Total Not to Exceed Price:</b>			<b>\$4,258</b>

Please let us know if you have any questions.

Regards,

Jason Tanko  
Chief Executive Officer

[www.tankolighting.com](http://www.tankolighting.com)

220 Bayshore Blvd | San Francisco, CA 94124 | P 415.254.7579 | F 415.822.3626





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/05/2024

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).

PRODUCER LIC #0L72977 1-888-845-2248  
McSherry & Hudson, An Alera Group Company1901 S. Bascom Avenue  
Suite 1190  
Campbell, CA 95008 USAINSURED  
Tanko Street Lighting, Inc.  
DBA: Tanko Lighting  
220 Bayshore Blvd.

San Francisco, CA 94124 USA

## CONTACT

NAME:

PHONE

(A/C, No, Ext): 408-550-2130

FAX

(A/C, No):

E-MAIL

ADDRESS:

## INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: GEMINI INS CO

10833

INSURER B: TRAVELERS IND CO OF CT

25682

INSURER C: TRAVELERS PROP CAS CO OF AMER

25674

INSURER D: UNDERWRITERS AT LLOYDS LONDON

15792

INSURER E:

INSURER F:

## COVERAGES

CERTIFICATE NUMBER: 750983915

REVISION NUMBER: 1

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X X	VIGP027296	05/19/24	05/19/25	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
B	AUTOMOBILE LIABILITY	X X	BA-0N492815-24-14-G	05/19/24	05/19/25	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> ANY AUTO					
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	VIFX003004	05/19/24	05/19/25	EACH OCCURRENCE \$ 4,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 4,000,000
	DED <input type="checkbox"/> RETENTION \$					\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	X	UB-5K373797-24-14-G	05/19/24	05/19/25	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
D	Professional		PSM0039964400	05/19/24	05/19/25	E.L. DISEASE - POLICY LIMIT \$ 1,000,000
						Each/Aggregate 2,000,000

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

RE: Master Agreement for Construction Management

Additional Insured per written contract:

The City of Cupertino, its City Council, officers, officials, employees, agents, servants and volunteers

## CERTIFICATE HOLDER

City of Cupertino  
Cupertino City Hall

10300 Torre Avenue

Cupertino, CA 95014

USA

## 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

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ACORD 25 (2010/05)

maggil2

750983915

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# SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE  
06/05/2024

NAME OF INSURED: Tanko Street Lighting, Inc.  
DBA: Tanko Lighting

Additional Description of Operations/Remarks from Page 1:

Additional Information:

Includes:

General Liability:

Additional Insured per attached forms.

Primary Wording per attached form.

Per Project Aggregate per attached form.

Waiver of Subrogation per attached form.

Automobile Liability:

Additional Insured and Waiver of Subrogation per attached form.

Primary Wording per attached form.

Workers Compensation:

Waiver of Subrogation per attached form.

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

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

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

### **SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location And Description Of Completed Operations</b>
Any person or organization for whom you are performing "commercial construction" during the period of this policy and have agreed in a written contract to add as an additional insured for	
products-completed operations. "Commercial construction" does not include any habitational or residential construction other than hotels or apartments	

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

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard". However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.



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

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location(s) Of Covered Operations</b>
Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

Policy Number: VIGP027296  
Insured Name: Tanko Streetlighting, Inc.  
Number: 33

VE 09 73 04 20  
Effective Date: 05/19/2024

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

## **PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

---

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other Commercial General Liability insurance available to an additional insured under your policy, but only if:

- (1) The additional insured is a Named Insured under such other Commercial General Liability insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other Commercial General Liability insurance available to the additional insured.

Coverage granted to an additional insured remains subject to all terms, conditions, limitations, and exclusions set forth in the endorsement form that conferred the additional insured status. In the event of conflict between this endorsement and an endorsement conferring additional insured status, then the endorsement conferring additional insured status shall govern the scope of coverage available to the additional insured.

All other terms and conditions of this Policy remain unchanged.



**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 2.00 % of the California workers' compensation premium.

**Schedule**

**Person or Organization**

ANY PERSON OR ORGANIZATION FOR  
WHICH THE INSURED HAS AGREED  
BY WRITTEN CONTRACT EXECUTED  
PRIOR TO LOSS TO FURNISH THIS  
WAIVER.

**Job Description**

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

Policy No.

Endorsement No.  
Premium

Insurance Company

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

**Policy Number:** VIGP027296  
**Insured Name:** Tanko Street Lighting, Inc.  
**Number:**

**VE 04 87 12 13**

**Effective Date:** 5.19.2024

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

**DESIGNATED LOCATION(S)  
GENERAL AGGREGATE LIMIT - SUBJECT TO A  
MAXIMUM AGGREGATE**

This endorsement modifies insurance provided under the following:

**SCHEDULE**

**Designated Location(s):**

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A**, and for all medical expenses caused by accidents under Section **I** – Coverage **C**, which can be attributed only to operations at a single designated "location" shown in the Schedule above:
- 1.** A separate Designated Location General Aggregate Limit applies to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  - 2.** The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
    - a.** Insureds;
    - b.** Claims made or "suits" brought; or
    - c.** Persons or organizations making claims or bringing "suits".
  - 3.** Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Location General Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" shown in the Schedule above.
  - 4.** The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Location General Aggregate Limit.
  - 5.** All payments under this endorsement are subject to the Maximum Aggregate Limit of:

The Maximum Aggregate Limit is the most we will pay under this endorsement regardless of the number of Designated Location General Aggregate Limits. The Maximum Aggregate Limit is not available to pay for damages or expenses other than as set forth in the endorsement.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A**, and for all medical expenses caused by accidents under Section **I** – Coverage **C**, which cannot be attributed only to operations at a single designated "location" shown in the Schedule above:
1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
  2. Such payments shall not reduce any Designated Location General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Location General Aggregate Limit.
- D.** For the purposes of this endorsement, the **Definitions** Section is amended by the addition of the following definition:
- "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
- E.** The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

**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



COMMERCIAL AUTO

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:

- If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
  - The airbags are not covered under any warranty; and
  - 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:

- You (if you are an individual);
- A partner (if you are a partnership);
- A member (if you are a limited liability company);
- An executive officer, director or insurance manager (if you are a corporation or other organization); or
- 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.

**4. Loss Payment – Physical Damage Coverages**

At our option, we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

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

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

**B. General Conditions****1. Bankruptcy**

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

**2. Concealment, Misrepresentation Or Fraud**

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceals or misrepresents a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

**3. Liberalization**

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

**4. No Benefit To Bailee – Physical Damage Coverages**

We will not recognize any assignment or grant any coverage for the benefit of any per-

son or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

**\*\*\*5. Other Insurance \*\*\***

- a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Covered Autos Liability Coverage this Coverage Form provides for the "trailer" is:

- (1) Excess while it is connected to a motor vehicle you do not own; or
- (2) Primary while it is connected to a covered "auto" you own.

- b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract".

- d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

**6. Premium Audit**

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.



**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 2.00 % of the California workers' compensation premium.

**Schedule**

**Person or Organization**

ANY PERSON OR ORGANIZATION FOR  
WHICH THE INSURED HAS AGREED  
BY WRITTEN CONTRACT EXECUTED  
PRIOR TO LOSS TO FURNISH THIS  
WAIVER.

**Job Description**

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

Policy No.

Endorsement No.  
Premium

Insurance Company

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

**FIRST AMENDMENT TO AGREEMENT 653 BETWEEN**  
**THE CITY OF CUPERTINO AND TANKO LIGHTING**  
**FOR CONSTRUCTION MANAGEMENT AND**  
**CONSULTING SERVICES FOR VARIOUS CIP**  
**PROJECTS**

This First Amendment to Agreement 653 is by and between the City of Cupertino, a municipal corporation (hereinafter "City") and Tanko Lighting, a Corporation ("Contractor") whose address is 220 Bayshore Blvd, San Francisco, CA 94124, and is made with reference to the following:

RECITALS:

- A. On January 10, 2023 Agreement 653 ("Agreement") was entered into by and between City and Contractor for Construction Management and Consulting Services for Various CIP Projects.
- B. City and Contractor desire to modify the Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. Paragraph 3.1 of the Agreement is modified to read as follows: **Term** This Agreement begins on the Effective Date and ends on June 30, 2026
2. Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

SIGNATURES CONTINUE ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have caused this modification of Agreement to be executed.

CITY OF CUPERTINO

By Jimmy Tan  
Title Assistant Director of Public Works  
Date Apr 22, 2024

TANKO LIGHTING

By   
Title Chief Executive Officer  
Date Apr 22, 2024

APPROVED AS TO FORM

Christopher D. Jensen

City Attorney

ATTEST:



City Clerk

Date Apr 22, 2024

**EXPENDITURE DISTRIBUTION**

Item	PO Number	Amount
SO #1 Updated Streetlight Transition Assessment	2023-328	9,190.00
-	-	9,190.00



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/22/2023

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).

PRODUCER LIC #0L72977 1-888-845-2248  
McSherry & Hudson, An Alera Group Company1901 S. Bascom Avenue  
Suite 1190  
Campbell, CA 95008INSURED  
Tanko Street Lighting, Inc.  
DBA: Tanko Lighting  
220 Bayshore Blvd.

San Francisco, CA 94124

## CONTACT

NAME:

PHONE

(A/C, No, Ext): 408-550-2130

FAX

(A/C, No): 408-550-2119

E-MAIL

ADDRESS:

## INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: HOMESITE INS CO

17221

INSURER B: TRAVELERS PROP CAS CO OF AMER

25674

INSURER C: UNDERWRITERS AT LLOYDS LONDON

15792

INSURER D:

INSURER E:

INSURER F:

## COVERAGES

CERTIFICATE NUMBER: 68800258

REVISION NUMBER: 1

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X X	CPP-019692-00	05/19/23	05/19/24	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
B	AUTOMOBILE LIABILITY	X X	BA-0N492815-23-14-CAG	05/19/23	05/19/24	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> ANY AUTO					
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	CXS-137943905-02	05/19/23	05/19/24	EACH OCCURRENCE \$ 4,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 4,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	X	UB-5K373797-23-14-G	05/19/23	05/19/24	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
C	Professional		AE233391	05/19/23	05/19/24	E.L. DISEASE - POLICY LIMIT \$ 1,000,000
						Each/Aggregate 2,000,000

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

RE: Master Agreement for Construction Management

Additional Insured per written contract:

The City of Cupertino, its City Council, officers, officials, employees, agents, servants and volunteers

## CERTIFICATE HOLDER

City of Cupertino  
Cupertino City Hall  
10300 Torre Avenue  
Cupertino, CA 95014

USA

## 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

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ACORD 25 (2010/05)

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68800258

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# SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE  
05/22/2023

NAME OF INSURED: Tanko Street Lighting, Inc.  
DBA: Tanko Lighting

Additional Description of Operations/Remarks from Page 1:

Additional Information:

Includes:

General Liability:

Additional Insured per attached form CG2037 0413 and CG2010 0413.

Primary Wording per attached form CG2001 1219

Per Project Aggregate per attached form CGL 3201 CW 0321

Waiver of Subrogation per attached form CG2404 1219

Automobile Liability:

Additional Insured and Waiver of Subrogation per attached form CAT3530215.

Primary Wording per attached form CA00011013.

Workers Compensation:

Waiver of Subrogation per attached form WC990376A001.

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

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

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

### **SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization for whom you are performing "commercial construction" during the period of this policy and have agreed in a written contract to add as an additional insured for products-completed operations. "Commercial construction" does not include any habitational or residential construction other than hotels or apartments.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location(s) Of Covered Operations</b>
<b>Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy</b>	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;  
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



POLICY NUMBER: CPP-019692-00

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## AGGREGATE LIMIT APPLIES PER PROJECT, SUBJECT TO POLICY AGGREGATE

This endorsement modifies insurance provided under the:  
Commercial General Liability Coverage Part

The General Aggregate Limit under SECTION III – LIMITS OF INSURANCE, and as set forth on the Declarations, shall apply separately to each of your projects away from premises owned by or rented to you.

Notwithstanding the application of the General Aggregate Limit to each of your projects, the most we will pay for all claims, "suits" and "occurrences" for which coverage is provided under this policy is the following:

<b>Policy Aggregate Limit</b>
\$5,000,000 for all Claims, Suits, and Occurrences

If this endorsement is issued after the Policy has been issued, it is deemed to have been added to the list of forms and endorsements on the Declarations or any Schedule attached to this Policy.

All other terms and conditions of this Policy remain unchanged.

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

## **PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

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

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
ELECTRONIC DATA LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES  
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

### **SCHEDULE**

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

Any person or organization when you and such person or organization have agreed in writing in a contract or agreement that you will waive any right of recovery against such person or organization.

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

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

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

**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



## COMMERCIAL AUTO

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.**

## **DESIGNATED ENTITY – NOTICE OF CANCELLATION PROVIDED BY US**

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

### **SCHEDULE**

**CANCELLATION:**

**Number of Days Notice of Cancellation: 30**

**PERSON OR  
ORGANIZATION:**

CITY OF CORINTH

### **ADDRESS:**

3300 CORINTH PARKWAY

CORINTH

TX

76208

### **PROVISIONS:**

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule

above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.



**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 2.00 % of the California workers' compensation premium.

**Schedule**

**Person or Organization**

ANY PERSON OR ORGANIZATION FOR  
WHICH THE INSURED HAS AGREED  
BY WRITTEN CONTRACT EXECUTED  
PRIOR TO LOSS TO FURNISH THIS  
WAIVER.

**Job Description**

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

Policy No.

Endorsement No.  
Premium

Insurance Company

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



## DESIGN PROFESSIONAL SERVICES AGREEMENT (MASTER) WITH TANKO LIGHTING

### 1. PARTIES

This Master Agreement is made by and between the City of Cupertino, a municipal corporation (“City”), and Tanko Lighting (“Consultant”), a Corporation for Construction Management and Consulting Services for Various CIP Projects (“Project”), and is effective on the last date signed below (“Effective Date”).

### 2. SERVICES

**2.1 Scope of Services.** Consultant agrees to provide the Services “as needed” and as set forth in the Scope of Services, attached and incorporated here as **Exhibit A**. The Services must comply with this Agreement and with each Service Order issued under the authority of the City Director of Public Works or his designee, in accordance with the following procedures. Consultant further agrees to carry out its work in compliance with any applicable local, State, or Federal order regarding COVID-19.

**2.2 Service Orders.** Before issuing a Service Order the City Director of Public Works/Designee will request Services in writing and hold a meeting with Consultant to discuss it. Consultant will submit a written proposal that includes a specific Scope of Services, Schedule of Performance, and Compensation, which the Parties will discuss. Thereafter City Director of Public Works/Designee will execute a Service Order using the Service Order Form attached and incorporated here as **Exhibit B**. Each Service Order will specify its scope of services, deliverables, schedule of performance, compensation, and any other applicable terms. Issuance of a Purchase Order is discretionary and the Director of Public Works/Designee may streamline these procedures, e.g., conferring by telephone instead of a meeting, if it is in the City’s best interests. Consultant will not be compensated for Services performed without a duly executed Service Order.

### 3. TIME OF PERFORMANCE

**3.1 Term.** This Agreement begins on the Effective Date and ends on June 30, 2024 (“Contract Time”), unless terminated earlier as provided herein. The City’s Director of Public Works or City Manager may extend the Contract Time through a written amendment to this Agreement, provided such extension does not include additional contract funds. Extensions requiring additional contract funds are subject to the City’s purchasing policy.

**3.2 Schedule of Performance.** All Services must be provided within the times specified in each Service Order, and under no circumstances should the Services go beyond the Contract Time. Consultant must promptly notify City of any actual or potential delay in providing the Services as scheduled to afford the Parties adequate opportunity to address or mitigate delays. If the Services are divided by tasks, Consultant must begin work on each separate task upon receiving City’s Notice to Proceed (“NTP”), and must complete each task within the time specified in each Service Order.



**3.3 Time is of the essence** for the performance of all the Services required in this Agreement and in each Service Order. Consultant must have sufficient time, resources and qualified staff to deliver the Services on time. Consultant must respond promptly to the City's Service Orders and any change orders that may be issued

#### **4. COMPENSATION**

**4.1 Maximum Compensation.** City will pay Consultant for satisfactory performance of the Services a total amount that will be based upon actual costs but that will be capped so as not to exceed \$175,000.00 ("Contract Price"), based on the budget and rates set forth in **Exhibit C, Compensation**, attached and incorporated here. The Contract Price includes all expenses and reimbursements and will remain in place even if Consultant's actual costs exceed the capped amount. No extra work or payment is permitted in excess of the Contract Price.

**4.2 Invoices and Payments.** City will pay Consultant for Services satisfactorily provided under a Service Order, within thirty (30) days following receipt of a properly submitted invoice for Services provided during the preceding calendar month. Unless otherwise provided by a Service Order, each invoice must include for each day of Services:

- a. The name of each individual providing Services;
- b. A succinct summary of the Services performed by each such individual;
- c. The time spent by each individual providing those Services;
- d. The applicable hourly billing rate and payment due; and
- e. A detailed breakdown of all allowable expenses.

All hourly rates and allowable expenses must conform to City-approved rates set forth in **Exhibit C**.

**4.3 Final Payment.** At least thirty (30) days prior to end of the Agreement, Consultant must submit a requisition for final and complete payment of costs and any pending claims for City approval. Noncompliance with this requirement relieves City of further payments/obligations under the Agreement.

#### **5. INDEPENDENT CONSULTANT**

**5.1 Status.** Consultant is an independent Consultant and not an employee, partner, or joint venture of City. Consultant is solely responsible for the means and methods of performing the Services and for the persons hired to work under this Agreement. No civil service status or other right of employment will be acquired by virtue of Consultant's performance of the Services. Consultant is not entitled to health, workers' compensation, or other benefits from City.

**5.2 Consultant Qualifications.** Consultant warrants on behalf of itself and its Subconsultants that they have the qualifications and skills to perform the Services in a competent and professional manner and according to the highest standards and best industry practices for similar services performed in the San Francisco Bay Area.



**5.3 Permits and Licenses.** Consultant warrants on behalf of itself and its Subconsultants that they are properly licensed, registered, and/or certified to perform the Services as required by law and that they have procured a City Business License, if required by the Cupertino Municipal Code.

**5.4 Subconsultants.** Unless prior written approval from City is obtained, only Consultant's employees and Subconsultants whose names are included in this Agreement and incorporated Exhibits may provide Services under this Agreement. Consultant must require all Subconsultants to furnish proof of insurance for workers' compensation, commercial liability, auto, and professional liability in reasonable conformity to the insurance required of Consultant. The terms and conditions of this Agreement shall be binding on all Subconsultants relative to the portion of their work.

**5.5 Tools, Materials, and Equipment.** Consultant will supply and shall be responsible for all the tools, materials, and equipment required to perform the Services.

**5.6 Payment of Benefits and Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes. Consultant and any of its employees, agents, and subcontractors shall not have any claim under this Agreement or otherwise against City for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance, medical care, hospital care, insurance benefits, social security, disability, unemployment, workers compensation or employee benefits of any kind. Consultant shall be solely liable for and obligated to pay directly all applicable taxes, fees, contributions, or charges applicable to Consultant's business including, but not limited to, federal and state income taxes. City shall have no obligation whatsoever to pay or withhold any taxes or benefits on behalf of Consultant. Should any court, arbitrator, or administrative authority, including but not limited to the California Public Employees Retirement System (PERS), the Internal Revenue Service or the State Employment Development Division, determine that Consultant, or any of its employees, agents, or subcontractors, is an employee for any purpose, then Consultant agrees to a reduction in amounts payable under this Agreement, or to promptly remit to City any payments due by the City as a result of such determination, so that the City's total expenses under this Agreement are not greater than they would have been had the determination not been made.

**5.7 Errors and Omissions.** Consultant is solely responsible for its errors and omissions and those of its Subconsultants, and must take prompt measures to avoid, mitigate, and correct them at its sole expense.

## **6. PROPRIETARY/CONFIDENTIAL INFORMATION**

During the Contract Time, Consultant may have access to private or confidential information owned or controlled by the City, which may contain proprietary or confidential details the disclosure of which to third parties may be damaging to City. Consultant shall hold in confidence all City information and use it only to perform this Agreement. Consultant shall exercise the same standard of care to protect City information as a reasonably prudent Consultant would use to protect its own proprietary data.



## **7. OWNERSHIP OF MATERIALS**

**7.1 Property Rights.** Subject to City meeting its payment obligations for the Services, any interest (including copyright interests) of Consultant or its Subconsultants in any product, memoranda, study, report, map, plan, drawing, specification, data, record, document, or other information or work, in any medium (collectively, "Work Product"), prepared by Consultant in connection with this Agreement will be the exclusive property of the City upon completion of the work to be performed hereunder or upon termination of this Agreement, to the extent requested by City. In any case, no Work Product shall be shown to any third-party without prior written approval of City.

**7.2 Copyright.** To the extent permitted by Title 17 of the U.S. Code, all Work Product prepared/created by Consultant and its Subconsultants and all copyrights in such Work Product shall constitute City property. If it is determined under federal law that the Work Product is not "works for hire," Consultant hereby assigns to City all copyrights to the Work Product when and as created, and shall require Subconsultants to do the same. Consultant may retain copyrights to its standard details, but hereby grants City a perpetual, non-exclusive license to use such details.

**7.3 Patents and Licenses.** Consultant must pay royalties or license fees required for authorized use of any third party intellectual property, including but not limited to patented, trademarked, or copyrighted intellectual property if incorporated into the Services or Work Product of this Agreement.

**7.4 Re-Use of Work Product.** Unless prohibited by law and without waiving any rights, City may use or modify the Work Product of Consultant and Subconsultants to execute or implement any of the following, but Consultant shall not be responsible or liable for City's re-use of Work Product:

- (a) For work related to the original Services for which Consultant was hired;
- (b) To complete the original Services with City personnel, agents or other Consultants;
- (c) To make subsequent additions to the original Services; and/or
- (d) For other City projects.

**7.5 Deliverables and Format.** Electronic and hard copies of the Work Product constitute part of the Deliverables required under this Agreement, which shall be provided to City on recycled paper and copied on both sides, except for one single-sided original. Large-scale architectural plans and similar items must be in CAD and PDF formats, and unless otherwise specified, other documents must be in Microsoft Office applications and PDF formats.

## **8. RECORDS**

**81** Consultant must maintain complete, accurate, and detailed accounting records relating to the Services and Compensation, in accordance with generally accepted accounting principles and procedures. The records must include detailed information about Consultant's performance, benchmarks and deliverables. The records and supporting documents must be kept separate from other files and maintained for a period of 4 (four) years from the date of City's final payment.

**82** City will have free and full access to Consultant's books and records for review and audit, to



make transcripts or copies, and to conduct a preliminary examination of all the work, data, documents, proceedings, and activities related to this Agreement. If a supplemental examination or audit of Consultant's records discloses non-compliance with appropriate internal financial controls, a contract breach, or a failure to act in good faith, City will be entitled to recover from Consultant the costs of the supplemental examination. This Section 8 survives the expiration/termination of this Agreement.

**8.3** Consultant acknowledges that certain documents generated or received by Consultant in connection with the performance of this Agreement, including but not limited to correspondence between Consultant and any third party, are public records under the California Public Records Act, California Government Code section 6250 et seq. Consultant shall comply with all laws regarding the retention of public records and shall make such records available to the City upon request by the City, or in such manner as the City reasonably directs that such records be provided.

## **9. ASSIGNMENT**

Consultant shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of City. Any attempt to do so will be null and void. Any changes related to the financial control or business nature of Consultant as a legal entity will be considered an Assignment subject to City approval, which shall not be unreasonably withheld. For purposes of this provision, control means fifty percent (50%) or more of the voting power of the business entity. This Agreement binds Consultant, its heirs, successors and assignees.

## **10. PUBLICITY / SIGNS**

Any publicity generated by Consultant in connection with the Project and Services during the Contract Time and for one (1) year thereafter will reference City contributions in making the Project possible. The words "City of Cupertino" shall be displayed in all pieces of publicity, including flyers, press releases, posters, brochures, public service announcements, interviews, and newspaper articles. No signs may be posted, exhibited, or displayed on or about City property, except signage required by law or this Agreement without prior written approval from City.

## **11. INDEMNIFICATION**

**11.1** To the fullest extent allowed by law and except for losses caused by the sole or active negligence or willful misconduct of City personnel, Consultant agrees to indemnify, defend, and hold harmless the City as follows:

**a. Indemnity for Design Professional Liability:** With respect to the performance of design professional services by a design professional as defined in California Civil Code Section 2782.8, to the fullest extent permitted by law, Consultant shall indemnify and hold harmless City, its officers, officials, agents, employees, and volunteers (collectively and/or individually "City") from and against any and all liabilities, claims, damages, losses, costs, or expenses (including, without limitation, costs, attorneys' fees, and expert fees of litigation and alternative dispute resolution) of every nature to the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant or any of its officers, employees, servants, agents, or subcontractors (collectively and/or individually "Consultant"), in the performance of this Agreement or failure to



comply with any obligations of the Agreement. If it is finally determined (through a non-appealable judgment or an agreement between City and Consultant) that liability is caused by the comparative negligence or willful misconduct of City, then Consultant's indemnification and hold harmless obligation shall not exceed Consultant's finally determined percentage of liability based upon the comparative fault of Consultant.

Irrespective of any language to the contrary in this Agreement, the Consultant has no duty to provide or to immediately pay for an up-front defense of City against unproven claims or allegations, but shall reimburse those litigation costs and expenses (including, without limitation, attorneys' fees, and expert fees) incurred by the City to the extent caused by the negligence, recklessness, or willful misconduct of Consultant. In no event shall the cost to defend charged to Consultant exceed Consultant's proportional percentage of fault, except as described in Section 2782.8(a) and (e) of the California Civil Code.

**b. Claims Involving Intellectual Property.** Consultant shall indemnify, defend, and hold harmless Indemnitees from and against any claim involving intellectual property, infringement, or violation of a United States patent right or copyright, trade secret, trademark, or service mark or other proprietary or intellectual property rights, which arises out of, pertains to, or relates to Consultant's negligence, recklessness, or willful misconduct. Such costs and expenses will include reasonable attorney fees for legal counsel of City's choice, expert fees, and all other costs and fees of litigation.

**c. Claims for Other Liability.** Except as provided in subsections 11.1(a) and (b), to the fullest extent permitted by law, Consultant shall hold harmless, defend (with counsel agreed to by City), and indemnify City and its officers, officials, agents, employees, and volunteers (collectively and/or individually "City") from and against any and all liability, claim, loss, damage, expense, costs (including, without limitation, costs, attorneys' fees, and expert fees of litigation) of every nature arising out of, related to, or in connection with the performance of work hereunder by Consultant or any of its officers, employees, servants, agents, or subcontractors, or the failure of the same to comply with any of the obligations contained in this Agreement, except such loss or damage which was caused by the sole negligence or sole willful misconduct of the City.

Consultant's duty to defend applies immediately, whether or not liability is established. An allegation or determination that persons other than Contractor are responsible for the claim does not relieve Contractor from its separate and distinct obligation to defend as stated herein.

**11.2** Consultant will assist City, at no additional cost, in the defense of any claim, dispute or lawsuit arising out of this Agreement. Consultant's duties herein are not limited to or subject to the Contract Price, to Workers' Compensation claims, or to the Insurance or Bond limits and provisions. Nothing in this Agreement shall be construed to give rise to an implied right of indemnity in favor of Consultant against any Indemnitee.

**11.3** Consultant agrees to pay the reasonable costs City may incur in enforcing this provision related to Consultant's indemnification duties, including reasonable attorney fees, fees for legal counsel acceptable to City, expert fees, and all other costs and expenses related to a claim or counterclaim, a purchase order, another transaction, litigation, or dispute resolution. Without waiving any rights, City may deduct money from Consultant's payments to cover moneys due to City.



**11.4** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subcontractor, or any other person or entity involved by, for, with, or on behalf of Consultant in the performance of this Agreement. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder.

**11.5** This Section 11 shall survive expiration or termination of this Agreement.

## **12. INSURANCE**

On or before the Contract Time commences, Consultant shall furnish City with proof of compliance with City Insurance Requirements, attached and incorporated here as **Exhibit D**. City will not execute the Agreement until it has approved receipt of satisfactory certificates of insurance and endorsements evidencing the type, amount, class of operations covered, and the effective and expiration dates of coverage. Alternatively, City may terminate this Agreement or in its sole discretion purchase insurance at Consultant's expense and deduct costs from payments to Consultant.

## **13. COMPLIANCE WITH LAWS**

**13.1 General Laws.** Consultant shall comply with all local, state, and federal laws and regulations applicable to this Agreement. Consultant will promptly notify City of changes in the law or other conditions that may affect the Project or Consultant's ability to perform. Consultant is responsible for verifying the employment authorization of employees performing the Services, as required by the Immigration Reform and Control Act, or other federal or state law, rule or regulation.

**13.2 Labor Laws.** Consultant shall comply with all labor laws applicable to this Agreement. If the Services include a "public works" component, Consultant must comply with prevailing wage laws under Labor Code Section 1720 and other labor laws. To the extent applicable, Consultant must comply with City's Labor Compliance Program, and with state labor laws pertaining to working days, overtime, payroll records and DIR Registration and Oversight. If the Contract Price is \$30,000 or more, Consultant must comply with the apprenticeship requirement in Labor Code Section 1777.5.

**13.3 Discrimination Laws.** Consultant shall not discriminate on the basis of race, religious creed, color, ancestry, national origin, ethnicity, handicap, disability, marital status, pregnancy, age, sex, gender, sexual orientation, gender identity, Acquired-Immune Deficiency Syndrome (AIDS) or any other protected classification. Consultant shall comply with all anti-discrimination laws, including Government Code Sections 12900 and 11135, and Labor Code Sections 1735, 1777 and 3077.5. Consistent with City policy prohibiting harassment and discrimination, Consultant understands that harassment and discrimination directed toward a job applicant, an employee, a City employee, or any other person is strictly prohibited. Consultant agrees to provide records and documentation to the City on request necessary to monitor compliance with this provision.

**13.4 Conflicts of Interest.** Consultant shall comply with all conflict of interest laws and regulations applicable to this Agreement and must avoid any conflict of interest. Consultant warrants that no public official, employee, or member of a City board or commission who might have been involved in the making of this Agreement, has or will receive a direct or indirect financial interest in this Agreement, in



violation of California Government Code Section 1090 et seq. Consultant may be required to file a conflict of interest form if Consultant makes certain governmental decisions or serves in a staff capacity, as provided in Section 18700 of Title 2 of the California Code of Regulations and other laws. Services may only be performed by persons who are not employed by City and who do not have any contractual relationship with City, with the exception of this Agreement. Consultant agrees to abide by City policies and administrative rules prohibiting gifts to City officials and employees.

**13.5 Remedies.** A violation of this Section 13 constitutes a material breach and may result in City suspending payments, requiring reimbursement, or terminating this Agreement. City reserves all its rights and remedies under law and this Agreement, including the right to seek indemnification under Section 11. Consultant agrees to indemnify, defend, and hold City harmless from and against any loss, liability, and expenses arising from noncompliance with this Section.

## **14. PROJECT COORDINATION**

**14.1 City Project Manager.** The City's Project Manager for all purposes under this Agreement will be Susan Michael, who shall have the authority to manage this Agreement and oversee the progress and performance of the Services. City in its sole discretion may substitute another Project Manager at any time and will advise Consultant of the new representative.

**14.2 Consultant Project Manager.** Subject to City approval, the Consultant's Project Manager for all purposes under this Agreement will be Jason Tanko, who shall be the single representative for Consultant with the authority to manage compliance with this Agreement and oversee the progress and performance of the Services. This includes responsibility for coordinating and scheduling the Services in accordance with City instructions, service orders, and the Schedule of Performance, and providing regular updates to the City's Project Manager on the Project status, progress, and any delays. City written approval is required prior to Consultant substituting a new Project Manager, which shall result in no additional costs to City or Project delays.

## **15. ABANDONMENT OF PROJECT**

City may abandon or postpone the Project with thirty (30) calendar days' written notice to Consultant. Consultant will be compensated for satisfactory Services performed through the date of abandonment and will be given reasonable time to assemble the work and close out the Services. No close out work shall be conducted without City reasonable approval of closure costs, which may not exceed ten percent (10%) of the total time expended to the date of abandonment. All charges including job closure costs will be paid in accordance with the provisions of this Agreement and within thirty (30) days of Consultant's final invoice reasonably approved by the City.

## **16. TERMINATION**

City may terminate this Agreement for cause or without cause at any time, following reasonable written notice to Consultant at least thirty (30) calendar days prior to the termination date. Consultant will be paid for satisfactory Services rendered through the date of termination, but final payment will not be made until Consultant closes out the Services and delivers all Work Product to City. All charges approved by City including job closure costs will be paid within thirty (30) days of Consultant's final invoice.



## **17. GOVERNING LAW, VENUE, AND DISPUTE RESOLUTION**

This Agreement is governed by the laws of the State of California, excepting any choice of law rules which may direct the application of laws of another jurisdiction. Any lawsuits filed related to this Agreement must be filed with the Superior Court for the County of Santa Clara, State of California. Consultant must comply with the claims filing requirements under the Government Code prior to filing a civil action in court. If a dispute arises, Consultant must continue to provide the Services pending resolution of the dispute. If the Parties elect arbitration, the arbitrator's award must be supported by law and substantial evidence and include detailed written findings of law and fact.

## **18. ATTORNEY FEES**

If City files a complaint or cross-complaint, or pursues arbitration, appeal, or other proceeding to enforce its rights or a judgment in connection with this Agreement, the prevailing party will be entitled to reasonable attorney fees and costs. This attorney fee provision does not apply to legal actions initiated by Consultant or Subconsultant. This Section 18 survives termination of this Agreement.

## **19. THIRD PARTY BENEFICIARIES**

There are no intended third party beneficiaries of this Agreement.

## **20. WAIVER**

Neither acceptance of the Services nor payment thereof shall constitute a waiver of any contract provision. City's waiver of any breach shall not be deemed to constitute waiver of another term, provision, covenant or condition, or a subsequent breach, whether of the same or a different character.

## **21. ENTIRE AGREEMENT**

This Agreement represents the full and complete understanding of every kind or nature between the Parties, and supersedes any other agreements and understandings, either oral or written, between the Parties. Any modification of this Agreement will be effective only if in writing and signed by each Party's authorized representative. No verbal agreement or implied covenant will be valid to amend or abridge this Agreement. If there is any inconsistency between any term, clause, or provision of this main Agreement and any term, clause, or provision of the attachments or exhibits thereto, the terms of the main Agreement shall prevail and be controlling.

## **22. INSERTED PROVISIONS**

Each contractual provision or clause that may be required by law is deemed to be included and will be inferred in this Agreement. Either party may request an amendment to cure any mistaken insertion or omission of a required provision.

## **23. HEADINGS**

The headings in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit, or amplify the terms or provisions of this Agreement.

**24. SEVERABILITY/PARTIAL INVALIDITY**

If any term or provision of this Agreement, or their application to a particular situation, is found by the court to be void, invalid, illegal, or unenforceable, such term or provision shall remain in force and effect to the extent allowed by such ruling. All other terms and provisions of this Agreement or their application to specific situations shall remain in full force and effect.

**25. SURVIVAL**

All provisions which by their nature must continue after the Agreement ends, including without limitation those referenced in specific Sections herein, survive this Agreement and shall remain in full force and effect.

**26. NOTICES**

All notices, requests, and approvals must be sent in writing to the persons below, which will be considered effective on the date of personal delivery or the date confirmed by a reputable overnight delivery service, on the fifth calendar day after deposit in the United States Mail, postage prepaid, registered or certified, or the next business day following electronic submission:

<b>To City of Cupertino:</b> Office of the City Manager 10300 Torre Ave. Cupertino, CA 95014 Attention: Susan Michael Email: SusanM@cupertino.org	<b>To Consultant:</b> Tanko Lighting 220 Bayshore Blvd. San Francisco, CA 94124 Attention: Jason Tanko Email: jason@tankolighting.com
--	--

**27. EXECUTION**

The person executing this Agreement on behalf of Consultant represents and warrants that Consultant has full right, power, and authority to enter into and carry out all actions contemplated by this Agreement and that he or she is authorized to execute this Agreement, which constitutes a legally binding obligation of Consultant. This Agreement may be executed in counterparts, each one of which is deemed an original and all of which, taken together, constitute a single binding instrument.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK  
[SIGNATURE PAGE TO FOLLOW]

**IN WITNESS WHEREOF**, the parties have caused the Agreement to be executed.

**CITY OF CUPERTINO**

A Municipal Corporation

By *Matt Morley*

Name Matt Morley

Title Director of Public Works

Date Jan 3, 2023

**TANKO LIGHTING**

By *Jason Tanko*

Name Jason Tanko

Title Chief Executive Officer

Date Jan 3, 2023

**APPROVED AS TO FORM:**

*Christopher D. Jensen*  
CHRISTOPHER D. JENSEN  
Cupertino City Attorney

**ATTEST:**

*Kirsten Squarcia*  
KIRSTEN SQUARCIA  
City Clerk  
Date Jan 10, 2023



## EXHIBIT A

### SCOPE OF SERVICES

Tanko Streetlighting, Inc. (CONSULTANT) shall provide certain Construction Management and Consulting Services as required and requested by City of Cupertino (CITY).

CONSULTANT shall provide services under this AGREEMENT on an “as needed” basis and only (1) upon written request from CITY’S Director of Public Works or authorized Agent, and (2) as defined in a fully executed Service Order.

#### SECTION 1. GENERAL PROVISIONS

- A. CONSULTANT shall perform all services to the satisfaction of CITY’S Public Works Director or authorized Agent.
- B. CONSULTANT shall perform services under this AGREEMENT only by authorization of a fully executed Service Order, which shall clearly provide the nature of the specific services, the time limit within which such services must be completed, and the compensation for such services. CITY shall incorporate each authorized and fully executed Service Order into the terms and conditions of this AGREEMENT.
- C. CONSULTANT shall begin work only after receipt of a fully authorized and executed Service Order and shall execute the Project work as detailed in the Service Order. Unauthorized services performed by CONSULTANT shall be at no cost to CITY.
- D. CITY shall designate a Project Manager for each fully executed Service Order under this AGREEMENT. CONSULTANT shall coordinate the Service Order performance with CITY’S designated Project Manager.
- E. CONSULTANT shall be responsible for the coordination with CITY and federal, state, and local agencies that are necessary for all services authorized under this AGREEMENT.



## SECTION 2. BASIC SERVICES

As authorized by a fully executed Service Order, CONSULTANT shall provide Construction Management and Consulting services for various CITY streetlight-related projects in accordance with the following:

### **A. General Performance Requirements**

For each assigned Project:

1. CONSULTANT shall designate a Project Manager and provide to CITY the names of their team members for the Project. The team members shall be satisfactory to CITY. CONSULTANT shall not substitute any team members without the prior approval of CITY. CITY retains the right to reject team members assigned by CONSULTANT or require replacement of team members.
2. CONSULTANT shall effectively manage its SUBCONSULTANTS, and administer the Project for the efficient, progressive, and proactive delivery of the Project.
3. CONSULTANT shall be responsible for coordinating the work of all subconsultants and contractors, as needed or as directed by the City.
4. CONSULTANT shall consult and coordinate with the CITY, research applicable information, and communicate with members of the Project team.
5. CONSULTANT shall schedule meetings and prepare meeting agendas and minutes for all Project meetings during the term of this AGREEMENT under the scope of work. All minutes of meetings are due to the CITY within five (5) working days after the meeting in a digital format and shall also be provided to other appropriate agencies and entities, as directed by CITY.
6. During the course of work of an assigned Project, CONSULTANT shall meet weekly with CITY'S assigned Project Manager for the respective construction projects to provide an update on the current status of the Project and provide a brief written summary report.

### **B. Specific Performance Requirements**

For each assigned Project, CONSULTANT may provide any or all of the following tasks and subtasks, as is required for the specific Project:

**Task 1.0: Pre-Construction Phase** – work may include but is not limited to the following:

**1.01 Comprehensive GIS Audit of Existing Streetlights:** CONSULTANT shall perform an in-field Geographic Information Services (GIS) audit of the existing streetlights throughout the CITY. CONSULTANT shall:

- Work with CITY staff to define audit scope, including priority areas, municipal boundaries, and any areas outside of the right-of-way that should be included.
- Develop and provide to CITY staff a list of the attributes that will be collected at each light during the audit.
- Obtain available CITY and utility records for streetlights from CITY staff and review to determine which should be utilized for the data reconciliation phase.
- Develop audit maps, scheduling, and dispatch auditors to the field.
- Audit and collect data on all of the existing inventory and identify attributes on-site, including (but not limited to):
  - Global Positioning Service (GPS) coordinates (latitude, longitude) of each fixture location and date of capture
  - Fixture type
  - Lamp type and wattage
  - Pole material, mounting height, and arm length
  - Pole ID number
  - Street width and configuration (e.g., intersection, crosswalk, cul-de-sac)
  - Electrical feed (overhead, underground)
- Visible issues (e.g., pole leaning, fixture damage, tree obstruction).
- Compile audit data weekly and provide a Weekly Audit Report to enable the CITY to identify and address any immediate safety concerns, as well as other issues – such as tree trimming – that may require attention prior to future maintenance or LED conversion.

**1.02 Data Reconciliation:** CONSULTANT shall reconcile each asset located in the field with each record in the utility's billing inventory to ensure that all eligible assets have been identified.

- CONSULTANT shall identify any discrepancies via a Data Reconciliation Report, which will include the following:
  - Analysis of locations confirmed during the audit

- Analysis of locations appearing in the utility records but not in the confirmed audit records
- Analysis of locations confirmed in the audit records but not in the utility records
- As needed, CONSULTANT shall revisit specific locations to collect additional audit points (note this may involve additional costs for the CITY, for which CONSULTANT can provide estimates once the Audit Punch List is developed). CONSULTANT shall inform the CITY beforehand if there is a need for an Audit Punch List as well as potential remedies.

**1.03 Design:** CONSULTANT shall conduct a constructability review of construction documents for the various projects. The review will include an evaluation of the brand of fixture, photocell, replacement wattages, color temperatures, distribution patterns and other appropriate settings and options to optimize the LED streetlight retrofit.

CONSULTANT's approach to the constructability review may include:

- Providing typical manufacturer-provided photometric renderings based on assumptions, including wattage, distribution type, pole height, spacing etc.
- Organizing the streetlight infrastructure by roadway classifications (such as residential, collector and arterial) and conducting a minimum of three theoretic photometric renderings for replacement fixtures of the CITY's preferred fixture brands and lines.
- Developing theoretic photometric renderings for one typical existing fixture per main roadway classification (one for residential, one for collector and one for arterial) to demonstrate baseline conditions and aid in fixture and manufacturer selection.
- Applying standard LED replacement wattage recommendations based on the location of each existing fixture.
- Coordinating an optional pilot project installation, including selecting appropriate fixture(s) to pilot, identifying locations to pilot in, obtaining fixtures and coordinating with an installer.
- Reviewing additional data sets (upon request and only if there is readily-available data) to identify potential areas in need of special consideration (such as available data on important localized land uses (e.g. parks, schools, hospitals, etc.), pedestrian, vehicle use and crash data, relative volumes of pedestrian and bicycle activity, unique neighborhood characteristics) and incorporating the analysis of the additional data into the recommendations.
- Selecting appropriate wattages and distribution types for replacement fixtures to meet the CITY's needs, while maintaining the objective of providing a simplified

approach that standardizes inventory (so that the system has consistency and can be more easily maintained over time).

- Applying the CITY's preferred products, typical models and special considerations to the design maps of the type and wattages by location.
- Reviewing cost estimate and value engineering for various projects.
- Presenting the options and total cost/incentives/savings/payback to the CITY and relevant stakeholders has directed by the CITY, and obtaining the CITY's final approval.
- Guiding the CITY through how to interpret the photometrics, reviewing how the results indicate the products' spread of light, the distances the fixtures reach, how much back light is present (which is wasted light), how much light is distributed directly under the fixture, and the general containment of light in the road/right-of-way.
- Providing an interactive map to facilitate the design and construction process.
- Participation in CITY Council meetings to present findings and answer questions.

**1.04 Financing Options:** CONSULTANT shall identify and assist with coordinating financing for the project, including identifying third-party financing, On-Bill utility financing, etc. options.

**1.05 Fixture Selection:** CONSULTANT shall assist with identifying product options for the CITY, including:

- Needs Assessment: Conducting initial conversations with the CITY to assess its current knowledge of nuances, options and available products – as well as any brand/product preferences and specific needs it may have. CONSULTANT shall present a list of specific questions the CITY during the discussions (e.g. cost as a weighted priority and/or fixture specification, and/or twenty-year savings, etc.), as well as a matrix of comparative product information by major product brands.
- Product Recommendations: CONSULTANT shall explore the marketplace for available products that meet the CITY's needs/interests, and will recommend brands with the following elements considered: Fixture efficiency, light distribution, country of origin, fixture flexibility (dimmable drivers, color temperature, shields, distribution types, lighting levels, etc.), product quality (Design Lights Consortium listed, proven product, etc.), cost, and historic performance/longevity.

**1.06 Bid Documents:** CONSULTANT shall assist with installation contractor solicitations by developing appropriate qualifications and requirements via the following approach:



- Product Submittals: Prepare the product submittals based on the CITY's preferences and submit for final CITY review and approval.
- Installation Specifications: Develop the bid documents for the installation/materials bid to ensure they include:
  - Description of work
  - Required installation schedule
  - Reference standards
  - Submittals
  - Quality assurance
  - Warranty
  - Installation
  - Field quality control
  - Adjusting and cleaning
  - Disposal
  - Requirements for handling any potential field issues, including no power, missing wire, etc.
  - Safety standards
  - Equipment requirements
  - Licensing/reporting requirements
  - Pricing requirements/templates
  - Communication requirements, including pre-construction and regular project progress meetings, as well as data collection, training, documentation, and reporting requirements
  - Minimum qualifications
- Procurement Coordination: Upon release of the bid, CONSULTANT shall:
  - Conduct a pre-bid conference with prospective bidders.
  - Develop responses to questions and any necessary addenda documents.
  - Review bid documents and assist the CITY in evaluation of bidders' Statement of Qualifications for responsible low bidder and assist in analyzing bid protest as may be necessary.
  - Tabulation and evaluation of bid results. Assist in the evaluation of bid alternatives and make recommendations on award.
  - Assist in review and processing of substitution submittals during bid and construction phase.

**Task 2.0: Construction Phase** – work may include but is not limited to the following:

- 2.01 Administration and Coordination of Construction:** CONSULTANT shall provide administrative, construction management and related services necessary to administer the construction on each assigned project. CONSULTANT shall:
- Ensure the selected installation contractor stages the receipt of fixture shipments for installation in a manner that ensures the secured storage of materials.
  - Provide the CITY with a schedule of anticipated shipping dates for materials once the materials order is placed.
  - Develop an installation plan that minimizes inconvenience to the CITY and includes ordering schedules, traffic control plans, waste disposal and recycling procedures (that comply with all applicable State and Federal laws), and installation and commissioning schedules as required to the CITY.
  - Facilitate a pre-construction Kick-Off meeting with CITY staff and the installation contractor to review the traffic control plans, work safety, public safety and waste material handling procedures and requirements prior to the start of installation.
  - Coordinate and participate in regularly scheduled construction meetings with CITY staff and contractor. Record, maintain, and distribute minutes thereof.
  - Prior to start of project construction the CONSULTANT and CITY will come to agreement on the format for all project records to be kept and turned over to the CITY at the completion of the project. Documents may be hard copies and/or electronic. CONSULTANT will make recommendations on programs to be used for tracking and other record keeping needs.
  - Develop and implement a procedure for the submittal and processing of submittals with the CITY's consultants. This shall include preparing and updating logs. Provide preliminary review for completeness and general compliance of submittals that are to be reviewed by the design consultant. Provide review and response for submittals that do not involve the design consultant. Sign and date such submittals with response: Reviewed or Revise and Resubmit.
  - Develop and implement a procedure for timely handling and disposition of the Contractor's request for information (RFI) or clarifications with the design consultant. This shall include preparing and updating logs.
  - Develop and implement a procedure for the timely submittal, processing and tracking of Contract Change Orders (CCO), Request for Price Quote (RPQ), etc. with the CITY. This shall include preparing and updating logs.
  - Review the Contractor's comprehensive schedule that establishes a base line and reports the status and progress of the project. The schedule should include details such as milestones and key activities to track project progress. Review the

Contractor's three week look ahead schedule. Verify that schedules conform to the construction contract documents.

- Work with CITY and Contractor to maintain use of existing facilities that are affected by the construction, to minimize the disruption to the existing facilities and to have their continued use during the construction of the project. This includes all phase of construction and delivery of materials.

**2.02 Monitoring of Construction Costs and Progress Payments:** CONSULTANT shall:

- Provide and maintain project level reports for budgeting and contingency tracking; contract payment status; cash flow forecasting and analysis; grant documentation; and other financial reporting as necessary to support the CITY's accounting needs. CONSULTANT shall maintain records reflecting the actual costs for activities completed or in progress, including records relating to work performed on a unit cost basis and additional work performed by the Contractor on a time and materials basis. CONSULTANT shall monitor and advise the CITY of costs pertaining to potential, pending, and completed changes; and potential or pending claims.
- Develop a procedure for submittal, review and processing of the progress payments to Contractor, along with associated forms and reporting systems. CONSULTANT shall review progress payment applications and work with Contractor to achieve agreement on the progress payment amount. CONSULTANT will verify that the "as built" check set of plans by the Contractor are updated prior to approval of progress payment being submitted to the CITY. CONSULTANT will require Contractor to provide a conditional waiver and release for progress payments and a final release and waiver for the final payment. CONSULTANT will certify that the data in each application for progress payment is to the best of CONSULTANT's knowledge, information and belief, the work has progressed to the point indicated in the application for progress payment and the quality of the work is generally in accordance with the contract documents. CONSULTANT's review of application for progress payment shall be undertaken and completed in a timely manner so that the CITY can meet its obligations to make progress payment due Contractor within the time permitted by applicable law without incurring interest liability or other penalties/liabilities. CONSULTANT shall also verify the progress payment satisfies any grant requirement.

**2.03 Installation Management:** CONSULTANT shall:

- Ensure that installers are equipped with handheld devices and train them in collecting relevant data on both the existing fixtures being removed, as well as the LED fixtures being installed.

- Track each crew's daily progress via time-stamped data on every fixture location.
- Provide immediate instruction to crews on any course corrections necessary.

**2.04 Substantial Completion and Final Completion:** CONSULTANT shall:

- Consult with the CITY to jointly ascertain the achievement of substantial completion of the project. If upon inspection of the project substantial completion has not been achieved, the CONSULTANT will assist the CITY in noting the conditions of the work and the measures necessary for the Contractor to achieve substantial completion. Upon determining that the Contractor has achieved substantial completion the CONSULTANT will coordinate the CITY's final inspection of the work to note punch list items to be completed by the Contractor as a condition to achieve final completion.
- Assist the CITY in issuing a certificate of substantial completion and final completion, as applicable.

**2.05 Progress Records:** CONSULTANT shall:

- Maintain records of the progress of construction of the project, including written progress reports and photographs (as agreed upon) reflecting the status of construction and percentage completion of the project. CONSULTANT will maintain daily records during construction of the project showing weather conditions, personnel of the Contractor and Subcontractor at the site, work accomplished, problems encountered and other matters materially affecting the project, completion of the project or construction cost to complete construction of the project. CONSULTANT shall maintain project records for test results and special inspection results.
- Provide monthly progress reports on the project.

**2.06 Site Observations of Project:** CONSULTANT shall:

- CITY and CONSULTANT may agree to the amount of time required to be at the site for observation, however this does not relieve the CONSULTANT from the requirement of having knowledge of the status of the work.
- Coordinate testing, lab services and inspections, this includes by outside firms. Provide testing and test results by testing firm acceptable to CITY. Such testing services shall be a reimbursable expense as described in Task 3.
- Maintain at the site the following documents at a minimum: Contract, Drawings, Specifications, approved Change Orders, Submittals, and associated testing or



monitoring documentation, other permits, applicable codes, rules and regulation and other written or electronic materials relating to the project.

- Endeavor to guard the CITY against defects and deficiencies in construction and workmanship of the project on the basis of its site observations, and a quality control program established and implemented hereunder to monitor construction workmanship for conformity: 1) accepted industry standards; 2) applicable laws, codes, regulations, ordinances or rules; 3) and the requirements of the construction documents.
- Reject work whenever in the ordinary course of discharging its services the CONSULTANT discovers or observes patent conditions of defective or deficient construction and workmanship which as or may have an adverse impact upon the project's life-safety systems or operations, structural elements or integrity of the safety of persons or property. CONSULTANT shall take prompt action appropriate under the circumstances, including stopping the work and thereupon notifying the CITY in writing. CONSULTANT's responsibilities hereunder shall be limited to defective or deficient work or an apparent or patent nature.
- Review the Contactor safety program and the requirements of the construction documents and applicable law. CONSULTANT shall monitor the Contractor's compliance with safety programs and advise the CITY of measures, if any, necessary or appropriate to obtain the Contractor's compliance. By undertaking the obligation hereunder, CONSULTANT shall not be deemed to have assumed responsibility of the adequacy or sufficiency of safety programs implemented by the Contractor, but the CONSULTANT is responsible for verifying that the Contractor has established a safety program, that the safety program established by the Contractor is in compliance with applicable law, rule or regulation and that the Contractor has implemented its safety program.
- Promptly notify the CITY in writing of all CONSULTANT observed instances of Contractor's failure to comply with applicable safety requirements. If in the course of performing services during the construction, the CONSULTANT observes a safety violation or other unsafe condition on or about the site or surrounding area which have an immediate or potential or actual adverse effect on life or property, the CONSULTANT is authorized, without prior notice to the CITY or prior directive by the CITY, to take all actions deemed necessary and appropriate by the CONSULTANT under the then existing circumstances to prevent such actual or potential adverse effect.
- Become familiar with all CEQA documents and permit requirements from other agencies having jurisdictions over the site or work that will affect the project and the

construction site. CONSULTANT shall be responsible for monitoring all aspects of the project as it relates to the requirements. CONSULTANT shall monitor the Contractor's compliance with all requirements of the CEQA documents and permits by other agencies. CM shall take prompt action appropriate under the circumstances, including stopping the work and thereupon notifying the CITY in writing if Contractor is not following all requirements.

**2.07 Contract Change Order (CCO) Processing:** CONSULTANT shall:

- Coordinate and disseminate correspondence, drawings and other written materials by and between the Contractor, the CITY and the design consultants relating to changes to the project. CONSULTANT will coordinate the Contractor's performance of changes authorized by the CITY. CONSULTANT shall maintain a log or other written records to monitor the pendency and disposition of change and CCOs to keep the CITY advised of the status of the same and the actual or potential impact of any particular change or CCO or the cumulative effects thereof on the construction cost or time for completion of construction of the project.
- Assist the CITY and design consultant in evaluation of requests for the Contractor for issuance of CCOs, assist in negotiations with the Contractor relative to the CCOs proposals and the adjustment of the contract price or the contract time under the construction contract. CONSULTANT will make recommendations to the CITY and the design consultant for handling and disposition of the Contractor's proposal relative to the changes. If a change to the construction contract is approved or authorized by the CITY, CONSULTANT will assist the CITY and the design consultant in the preparation of a CCO reflecting such approved or authorized change to the construction contract. The CONSULTANT is not authorized, without the prior consent and approval of the CITY, to effectuate or authorize any change to the work of the project. The CONSULTANT shall be liable to the CITY for all direct and consequential costs, losses or damage resulting from the CONSULTANT's direction or authorization of effectuate a change to the work of the project without the prior direction and authorization by the CITY.

**2.08 Claims Handling:** CONSULTANT shall assist the CITY in the review, evaluation and processing of claims asserted by the Contractor. CONSULTANT will make recommendations to the CITY as to merit, handling and disposition of Contractor's claims. Except in the event that the CONSULTANT is alleged to have caused or contributed to the circumstances giving rise to a Contractor claim or other Contractor demand for compensation, services of the CONSULTANT to prepare documentation or

provide testimony in a mediation, arbitration or judicial proceeding arising out of such a claim or demand for compensation shall be deemed additional services. If the CONSULTANT is alleged to have caused or contributed to a Contractor claim, the CONSULTANT's claims handling services, including without limitation, claims analysis, assistance in preparing briefs/graphic materials in connection with negotiations or dispute resolution proceeding relating to a Contractor claim shall be deemed part of the CONSULTANT's basic services under this agreement.

- 2.09 Consultant Equipment:** CONSULTANT shall provide all equipment, furnishings and other items necessary to complete the services required for the project. Including without limitation, computers, related hardware, software, vehicles, cell phones, office equipment and copiers.
- 2.10 Community Outreach and Notification:** CONSULTANT shall coordinate with the CITY's media office to help develop a community outreach and notification plan prior to the commencement of any project activities. The plan will ensure project awareness and minimize public disturbance. CONSULTANT shall develop the message and provide the schedule to the CITY's media staff for distribution through the CITY's existing media outlets (press releases, website, etc.).
- 2.11 Commissioning Coordination:** CONSULTANT shall ensure that the installers perform final inspection on all fixtures, correct any "punch list" items, test lights to ensure that they work, and identify locations where repair needs CITY assistance. CONSULTANT shall provide a complete commissioning report outlining any errors and actions taken to correct errors.
- 2.12 Rebate and Tariff Change Coordination:** CONSULTANT shall:
- Research any available rebate programs and facilitate all necessary tasks to ensure that the CITY receives the rebates and billing changes for which it is eligible.
  - Prepare all necessary and required documentation for the rebates and submit these to the appropriate departments within the utility/agency.
  - Follow up with the utility/agency to confirm the materials have been received and are in process.
  - If known, provide the contact information for the utility/agency staff person processing the application for the CITY staff to secure the final payment.
  - Assist the CITY with responses to any utility/agency questions regarding the submitted applications for rebates.

- Coordinate with the utility on changing tariffs to the newly-installed LED fixture rates by preparing the necessary documentation, submitting it to the utility, confirming the materials have been received, and obtaining the timing for the modification to be processed.
- If known, provide the contact information for the appropriate party addressing any rate changes for the CITY.
- Assist the CITY with responses to any utility questions regarding the submitted applications for tariff changes.

**2.13 Final Reporting:** CONSULTANT shall coordinate all final reporting and data requirements to ensure that the CITY considers the project is compliant and complete. This includes finalizing the GIS layer with design and construction data and updating the analysis of gross cost, savings, incentives, net cost, and payback of finalized design, including any operation and maintenance of costs and savings. Additionally, CONSULTANT shall provide contacts and the process whereby the CITY can obtain warranty support with the manufacturer(s) should it be necessary.

**Task 3.0: Inspections and Testing** – work may include but is not limited to the following:

- Conduct routine inspection of the construction work over the course of construction to ensure compliance of the work with the construction contract, including all drawings and specifications.
- Monitor the contractor's compliance with required Regulatory Agency Permit inspections and advise CITY of coordination problems and Contractor's compliance with permit/inspection requirements.
- Engage the necessary subconsultants to perform the necessary inspections and testing as required for the project. CONSULTANT shall schedule and coordinate with the contractor and subconsultant for the necessary testing and inspection for the project.
- Compensation to the CONSULTANT for inspections and testing by subconsultant shall be for the actual billed amount only, no mark up or overhead will be allowed for these subcontracted services. CONSULTANT shall bill monthly for actual inspections and testing completed. CONSULTANT shall attach copies of subconsultants' invoice for verification of cost being billed.

**Task 4.0: Post-Construction Phase** – work may include but is not limited to the following:

- Receive from the Contractor the closeout documents and items to be submitted by the Contractor under the terms of the Construction Contract upon completion of its obligations under the Construction Contract. The CONSULTANT shall review each



- Contractor's closeout submittals to determine conformity with the requirements of the Construction Contract. If the CONSULTANT determines that any Contractor's closeout submittals are not in conformity with requirements of the construction contract, the CONSULTANT shall make recommendations to the CITY for measures to secure compliance with the requirements of the construction contract. The CONSULTANT shall deliver to the CITY all of the Contractor's closeout submittals, including the Contractor's as-build drawings which the CONSULTANT shall transmit to the design consultant for preparation of the record drawings. The CONSULTANT shall monitor the design consultant's preparation and completion of the project record drawings prior to delivering to the CITY.
- Within thirty (30) days of the date of issuance of a Certificate of Final Completion for the construction contract, the CONSULTANT shall assemble and deliver to the CITY all of the records maintained by the CONSULTANT relating to the project.

#### **Task 5.0: Additional Services**

CONSULTANT services not specifically identified in the Scope of Services shall be considered Additional Services. At the CITY'S request, CONSULTANT shall provide a fee proposal for specific additional services consistent with the professional rate schedule in Exhibit C.

#### **Other Tasks/Services that may be assigned per Project needs:**

- Pole Labeling: A specific number sequence, tag characteristics, material specifications and location on the pole for a CITY pole ID system. This may include a specific label indicating CITY ownership. Typically, a tag recommendation consists of five to seven digits. CONSULTANT can also procure the approved materials and have its field staff (or the installation contractor) install them on the poles (provided that the installation is system-wide and installed on the poles within an arm's reach).
- Remedy of Miss-Billings: Additional assistance reconciling the streetlight billing discrepancies with the utility to credit the CITY for any miss-billings – performed

either upon completion of the data reconciliation process, or during the final purchase negotiations with the utility.

- Photometric Overlay: Customized photometric overlays for specific fixture locations within the CITY. Each fixture's overlay will:
  - Be an approximation based on theoretical manufacturer representations of the LED replacement fixture (note that it will exclude immediate existing conditions).
  - Consist of a single fixture part number at one fixture location.
  - Be represented at the location of the existing fixture.
- Custom Design for Decorative Fixtures: Any decorative fixture beyond the standard design process (defined as any non-cobra head fixture where the design can be determined through the audit process, or has already been designed) will require a custom LED replacement design, provided on a per custom design created (not on a per fixture basis). The work will include the design of the custom LED retrofit, dispatch of a contractor to measure the fixture, design of a custom insert, coordination with a metal fabricator to create a sample, etc.
- Ownership Feasibility Initialization: CONSULTANT can introduce the CITY to its streetlight ownership Progression Plan, which outlines the path and required steps necessary to prepare for the CITY Council to vote on whether to pursue acquiring ownership of any streetlights not currently owned by the CITY. There are two essential elements in the Progression Plan: the Project Schedule and Protocols:
  - Project Schedule: This is customized to the CITY's particular administrative process, including timing for review and approval of documentation, agenda management, Council meetings, closed sessions, etc. The Project Schedule is updated regularly to accommodate the CITY's timing and project status updates.
  - Protocols: These Protocols are key to understanding the process. They explain the actions necessary at each stage of the process – from initiation to investigation and discovery, moving into negotiations, and ultimately lead to the CITY's determination of its course of action.
- Ownership Feasibility Appraisal: CONSULTANT shall utilize a qualified, third-party appraiser to complete an appraisal of the non-CITY-owned streetlight system on behalf of the CITY. The appraiser will provide a financial valuation analysis to confirm the fair market value of the existing streetlight system. Once the appraisal is completed, CONSULTANT shall produce a summary of the results for future use with the Council and/or the potential exploration of the acquisition process. Please note that the appraisal will not consider the overall soundness of every element of the existing system (including unseen elements such as wiring issues, equipment integrity, etc.), and therefore CONSULTANT shall not be responsible/liable for any

future operating costs associated with the soundness of the streetlight system equipment.

- Streetlight System Analysis: CONSULTANT shall develop a Streetlight System Analysis to outline the CITY's options regarding potential ownership and operations of streetlights not owned by the CITY.
- Municipal Process Support: CONSULTANT shall provide comprehensive services to support the CITY in the exploration of its options regarding potentially obtaining ownership of non-CITY-owned streetlight assets.

**EXHIBIT B**

**CITY OF CUPERTINO  
MASTER AGREEMENT CONSULTANT SERVICES  
SERVICE ORDER NO.**

**MASTER AGREEMENT NO#:** \_\_\_\_\_ **M. A. Date:** \_\_\_\_\_

**Maximum Compensation:** \$175,000.00 **M.A. End Date:** \_\_\_\_\_

**Consultant:** Firm Name: Tanko Streetlighting, Inc.  
Address: 220 Bayshore Blvd., San Francisco, CA 94124  
Contact: Jason Tanko Phone: 415-254-7579  
Email: [jason@tankolighting.com](mailto:jason@tankolighting.com)

**Project Description:**

**Project Name:** \_\_\_\_\_

X	See attached Exhibit.
---	-----------------------

**City Project Management**

Managing Department: Public Works Project Manager: \_\_\_\_\_

**Fiscal/Budget :**

	Amount
Master Agreement Maximum Compensation:	175,000.00
Total Previously Encumbered to Date:	0.00
Minus Liquidated to Date	0.00
Encumbrance this Service Order:	0.00
Balance:	175,000.00

**S.O. Acc't No.:** \_\_\_\_\_ **P.O. #** \_\_\_\_\_

**Contract Manager:** John Raaymakers **Date:** \_\_\_\_\_

**Approvals:**

**Consultant:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**CIP Manager:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Appropriation Certification: I hereby certify that an unexpended appropriation is available in the above fund for the above contract as estimated and that fund are available as of this date of signature

**City Finance:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Management Analyst



EXHIBIT C

Tanko Streetlighting Hourly Rates	
Position	Hourly Rate
Principal	\$250
Energy Advisor	\$188
Project Manager	\$188
Project Associate	\$156
Data Analyst	\$156
Auditor	\$125

**EXHIBIT D**  
***Insurance Requirements***  
***Design Professionals & Consultants Contracts***

Consultant shall procure prior to commencement of Services and maintain for the duration of the contract, at its own cost and expense, the following insurance policies and coverage with companies doing business in California and acceptable to City.

**INSURANCE POLICIES AND MINIMUMS REQUIRED**

1. ***Commercial General Liability*** (CGL) for bodily injury, property damage, personal injury liability for premises operations, products and completed operations, contractual liability, and personal and advertising injury with limits no less than **\$2,000,000** per occurrence (ISO Form CG 00 01). If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO Form CG 25 03 or 25 04) or it shall be twice the required occurrence limit.
  - a. It shall be a requirement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be made available to the Additional Insured and shall be (i) the minimum coverage/limits specified in this agreement; or (ii) the broader coverage and maximum limits of coverage of any insurance policy, whichever is greater.
  - b. Additional Insured coverage under Consultant's policy shall be "primary and non-contributory," will not seek contribution from City's insurance/self-insurance, and shall be at least as broad as ISO Form CG 20 10 (04/13).
  - c. The limits of insurance required may be satisfied by a combination of primary and umbrella or excess insurance, provided each policy complies with the requirements set forth in this Contract. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect City as a named insured.
2. ***Automobile Liability***: ISO CA 00 01 covering any auto (including owned, hired, and non-owned autos) with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
3. ***Workers' Compensation***: As required by the State of California, with Statutory Limits and Employer's Liability Insurance of no less than **\$1,000,000** per occurrence for bodily injury or disease.  
☐ *Not required. Consultant has provided written verification of no employees.*
4. ***Professional Liability*** for professional acts, errors and omissions, as appropriate to Consultant's profession, with limits no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate. If written on a claims made form:
  - a. The Retroactive Date must be shown and must be before the Effective Date of the Contract.
  - b. Insurance must be maintained for at least five (5) years after completion of the Services.
  - c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Contract Effective Date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the Services.

**OTHER INSURANCE PROVISIONS**

The aforementioned insurance shall be endorsed and have all the following conditions and provisions:

***Additional Insured Status***

The City of Cupertino, its City Council, officers, officials, employees, agents, servants and volunteers ("Additional Insureds") are to be covered as additional insureds on Consultant's CGL and automobile liability policies. General Liability coverage can be provided in the form of an endorsement to Consultant's insurance (at least as broad as ISO Form CG 20 10 (11/ 85) or both CG 20 10 and CG 20 37 forms, if later editions are used).

***Primary Coverage***

Coverage afforded to City/Additional Insureds shall be primary insurance. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be excess of Consultant's insurance and shall not contribute to it.

***Notice of Cancellation***

Each insurance policy shall state that coverage shall not be canceled or allowed to expire, except with written notice to City 30 days in advance or 10 days in advance if due to non-payment of premiums.

***Waiver of Subrogation***

Consultant waives any right to subrogation against City/Additional Insureds for recovery of damages to the extent said losses are covered by the insurance policies required herein. Specifically, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of City for all work performed by Consultant, its employees, agents and subconsultants. This provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

***Deductibles and Self-Insured Retentions***

Any deductible or self-insured retention must be declared to and approved by the City. At City's option, either: the insurer must reduce or eliminate the deductible or self-insured retentions as respects the City/Additional Insureds; or Consultant must show proof of ability to pay losses and costs related investigations, claim administration and defense expenses. The policy shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the insured or the City.

***Acceptability of Insurers***

Insurers must be licensed to do business in California with an A.M. Best Rating of A-VII, or better.

***Verification of Coverage***

Consultant must furnish acceptable insurance certificates and mandatory endorsements (or copies of the policies effecting the coverage required by this Contract), and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements prior to commencement of the Contract. City retains the right to demand verification of compliance at any time during the Contract term.

***Subconsultants***

Consultant shall require and verify that all subconsultants maintain insurance that meet the requirements of this Contract, including naming the City as an additional insured on subconsultant's insurance policies.

***Higher Insurance Limits***

If Consultant maintains broader coverage and/or higher limits than the minimums shown above, City shall be entitled to coverage for the higher insurance limits maintained by Consultant.

***Adequacy of Coverage***

City reserves the right to modify these insurance requirements/coverage based on the nature of the risk, prior experience, insurer or other special circumstances, with not less than ninety (90) days prior written notice.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/05/2022

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> LIC #0M77949 1-888-845-2248 McSherry & Hudson, LLC Insurance Services  160 West Santa Clara Street Suite 715 San Jose, CA 95113		<b>CONTACT</b> NAME: PHONE (A/C, No, Ext): 408-550-2130 FAX (A/C, No): 408-550-2119 E-MAIL: ADDRESS:															
<b>INSURED</b> Tanko Street Lighting, Inc. DBA: Tanko Lighting 220 Bayshore Blvd.  San Francisco, CA 94124		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Clear Blue Insurance Co</td> <td>28860</td> </tr> <tr> <td>INSURER B: TRAVELERS PROP CAS CO OF AMER</td> <td>25674</td> </tr> <tr> <td>INSURER C: HOMESITE INS CO</td> <td>17221</td> </tr> <tr> <td>INSURER D: UNDERWRITERS AT LLOYDS LONDON</td> <td>15792</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Clear Blue Insurance Co	28860	INSURER B: TRAVELERS PROP CAS CO OF AMER	25674	INSURER C: HOMESITE INS CO	17221	INSURER D: UNDERWRITERS AT LLOYDS LONDON	15792	INSURER E:		INSURER F:	
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INSURER F:																	

## COVERAGES

CERTIFICATE NUMBER: 67237183

REVISION NUMBER: 1

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X X	AR01-RS-2204380-00	05/19/22	05/19/23	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC \$
B	AUTOMOBILE LIABILITY	X X	BA-0N492815-22-14-CAG	05/19/22	05/19/23	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	UMBRELLA LIAB	X OCCUR	CXS-137943905-01	05/19/22	05/19/23	EACH OCCURRENCE \$ 4,000,000 EXCESS LIAB CLAIMS-MADE \$ DED RETENTION \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	X	UB-5K373797-22-14-G	05/19/22	05/19/23	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N Y N/A If yes, describe under DESCRIPTION OF OPERATIONS below WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional		AE212964	05/19/22	05/19/23	Each/Aggregate 2,000,000

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

RE: Master Agreement for Construction Management

Additional Insured per written contract:

The City of Cupertino, its City Council, officers, officials, employees, agents, servants and volunteers

## CERTIFICATE HOLDER

City of Cupertino  
Cupertino City Hall  
  
10300 Torre Avenue  
  
Cupertino, CA 95014

USA

## 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

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ACORD 25 (2010/05)

maggil2

67237183

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# SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE  
12/05/2022

NAME OF INSURED: Tanko Street Lighting, Inc.  
DBA: Tanko Lighting

Additional Description of Operations/Remarks from Page 1:

Additional Information:

Includes:

General Liability:

Additional Insured per attached form CG20371001 and CG20101001.

Primary Wording per attached form CG20010413.

Per Project Aggregate per attached form CG25030509.

Waiver of Subrogation per attached form CG24040509.

Automobile Liability:

Additional Insured and Waiver of Subrogation per attached form CAT3530215.

Primary Wording per attached form CA00011013.

Workers Compensation:

Waiver of Subrogation per attached form WC990376A001.

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

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name of Person or Organization:</b> Blanket as required by virtue of written contract
<b>Location And Description of Completed Operations:</b>
<b>Additional Premium:</b>

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

**Section II – Who Is An Insured** 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" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

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

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name of Person or Organization:**

Blanket as required by virtue of written contract

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

**A. Section II – Who Is An Insured** 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 ongoing operations performed for that insured.

**B.** With respect to the insurance afforded to these additional insureds, the following exclusion is added:

**2. Exclusions**

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

## **DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

<b>Designated Construction Project(s):</b> <b>All operations of the named insured</b>
--

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

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits".
  3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
  4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.



- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
  2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

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

## **PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

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

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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

This endorsement modifies insurance provided under the following:

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

### SCHEDULE

**Name Of Person Or Organization:**

Blanket as required by written contract

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

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

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

**4. Loss Payment – Physical Damage Coverages**

At our option, we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

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

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

**B. General Conditions****1. Bankruptcy**

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

**2. Concealment, Misrepresentation Or Fraud**

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceals or misrepresents a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

**3. Liberalization**

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

**4. No Benefit To Bailee – Physical Damage Coverages**

We will not recognize any assignment or grant any coverage for the benefit of any per-

son or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

**5. Other Insurance**

\*\*\*\*

- a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Covered Autos Liability Coverage this Coverage Form provides for the "trailer" is:

- (1) Excess while it is connected to a motor vehicle you do not own; or
- (2) Primary while it is connected to a covered "auto" you own.

- b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract".

- d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

**6. Premium Audit**

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.



**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

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.



**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 2.00 % of the California workers' compensation premium.

**Schedule**

**Person or Organization**

ANY PERSON OR ORGANIZATION FOR  
WHICH THE INSURED HAS AGREED  
BY WRITTEN CONTRACT EXECUTED  
PRIOR TO LOSS TO FURNISH THIS  
WAIVER.

**Job Description**

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

Policy No.

Endorsement No.  
Premium

Insurance Company

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

# Third Amendment to Tanko Lighting for Construction Management and Consulting Services for Various CIP Projects

Final Audit Report

2025-02-13

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