

**CONTRACTOR SERVICES AGREEMENT**

**Fairfield Vacaville IT Work & QuikTrak Machine**

THIS AGREEMENT is made as of December 8, 2017, by and between the City of Fairfield, a municipal corporation (the "CITY") and National Railroad Passenger Corporation ("CONTRACTOR"), a corporation organized under 49 U.S.C. § 24101 *et seq.* and the laws of the District of Columbia and having its principal office and place of business in Washington, D.C., who agree as follows:

1) SERVICES. Subject to the terms and conditions set forth in this Agreement, CONTRACTOR shall provide to the CITY the services described in Exhibit "A," which consists of the proposal submitted by CONTRACTOR. CONTRACTOR shall provide said services at the time, place, and in the manner specified in Exhibit "A."

2) PAYMENT. CITY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit "B." The payments specified in Exhibit "B" shall be the only payments to be made to CONTRACTOR for services rendered pursuant to this Agreement. CONTRACTOR shall submit all billings for said services to the CITY in the manner specified in Exhibit "B."

3) FACILITIES AND EQUIPMENT. CONTRACTOR shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.

4) GENERAL PROVISIONS. The general provisions set forth in the City of Fairfield Standard Specifications and Details, latest edition and Exhibit "C" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the provisions set forth in Exhibit "C" shall control.


5) INSURANCE REQUIREMENTS. The insurance requirements set forth in Exhibit "D" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the requirements set forth in Exhibit "D" shall control.

6) EXHIBITS. All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

7) TERM. This agreement shall be in effect until December 31, 2017, or until the scope of work is completed.

EXECUTED as of the day first above-stated.

City of Fairfield, a municipal corporation

By:   
JBS City Manager

National Railroad Passenger Corporation

By: 

**EXHIBIT "A"**

**SCOPE OF SERVICE**

**Fairfield Vacaville IT Work & QuikTrak Machine**

1) Furnish & Install computers (head end equipment & software), communication hardware (ANIRA Device including T1 connection fees, racks, panels, etc.), relocate existing QuikTrak Machine from Santa Clara Great America Station (5099 Stars and Stripes Dr, Santa Clara, CA 95054) to Fairfield Vacaville Station (4921 Vanden Road, Fairfield, Ca), run conduit and wiring as required and provide flagging for above work if required.

2) Equipment will be owned, operated, and maintained by Amtrak.

3) Project budget: \$34,048.14

**NATIONAL RAILROAD PASSENGER CORPORATION**  
**Construction Cost Estimate**

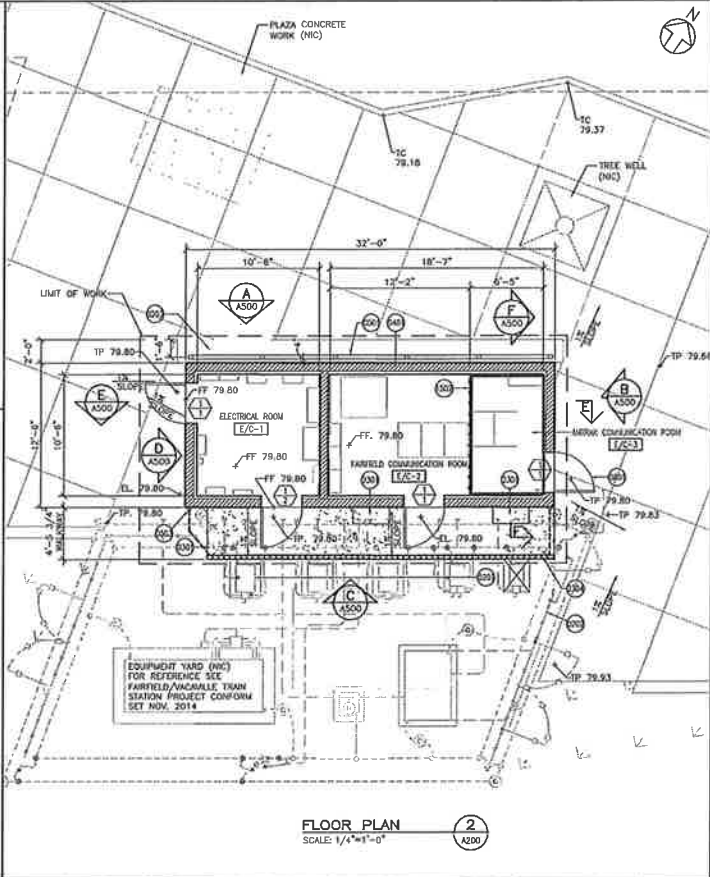
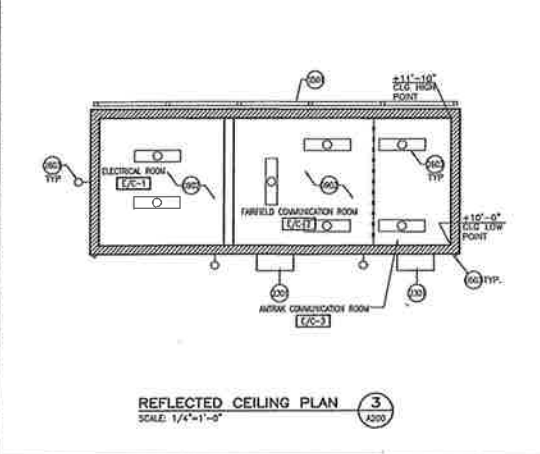
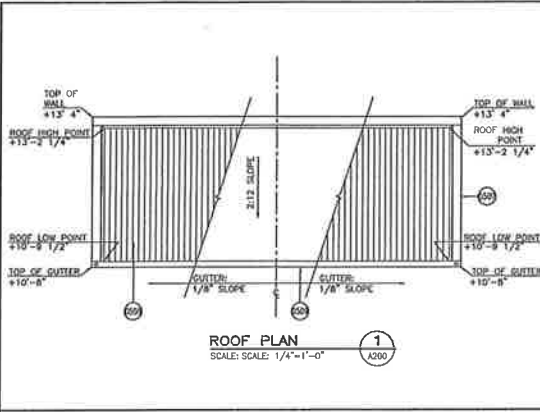
**Fairfield Vacaville Data Lines - IT Work**

**Scope of Work:**

- 1 Furnish and install communication hardware (ANIRA Device)
- 2 Furnish and install headend equipment & connect T1 Line
- 3 Install QuikTrak Machine - relocate from Santa Clara Great America
- 4 Install conduit & wiring as required.

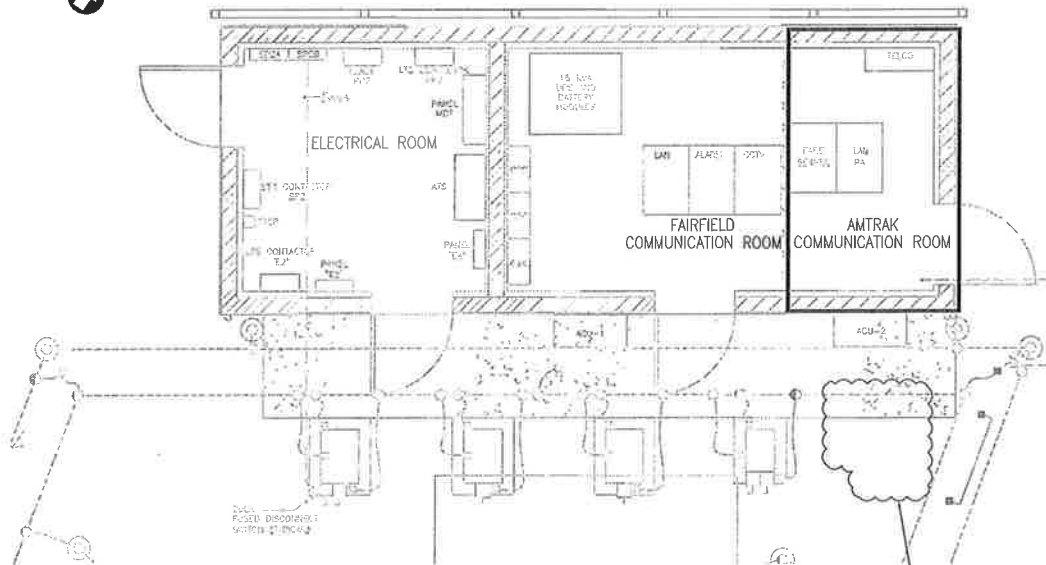
Date: 07/26/2017

Item	Quantity	Unit	Unit Cost	Estimated Cost
<b>ESTIMATED CONSTRUCTION COSTS:</b>				
1 Furnish and install communication hardware (ANIRA Device)	1	ea		1,000
2 Furnish and install headend equipment & connect T1 Line	1	ea		3,000
3 Relocate QuikTrak Machine	1	ea		5,000
4 Conduit & wiring	1	ea		5,000
<b>SUB-TOTAL CONSTRUCTION COSTS</b>				<b>\$ 14,000</b>
<b>AMTRAK COSTS:</b>				
Railroad Protective Insurance	1	LS	5.00%	700
Host Railroad charges (Flagging, etc....)	5	Days	1,000	5,000
Project Manager's Time	32	HR	150	4,800
<b>SUB-TOTAL AMTRAK COSTS</b>				<b>\$ 10,500</b>
<b>SUB-TOTAL CONSTRUCTION COSTS &amp; AMTRAK COSTS</b>				<b>\$ 24,500</b>
Contingency @ 20%	20%			4,900
<b>TOTAL CONSTRUCTION COSTS</b>				<b>29,400</b>
Amtrak General & Administrative	5.81%			1,708
Amtrak Management Fee	10%			2,940
<b>TOTAL PROJECT COST</b>				<b>\$ 34,048</b>



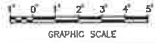
- NOTES:**
- SEE ELECTRICAL DRAWINGS FOR ELECTRICAL EQUIPMENTS AND ELECTRICAL LAYOUT.
  - SEE MECHANICAL DRAWINGS FOR MECHANICAL EQUIPMENTS.
  - CONNECT TRENCH DRAIN TO STORM DRAIN SYSTEM.
  - CONNECT DOWNSPOUT TO STORM DRAIN SYSTEM.
  - FOR LATTICE WORK, SEE A501, (ADD ALTERNATE A1)
  - 6" WIDE TRENCH DRAIN WITH GALVANIZED STEEL GRATE, DRAIN SLOPE 0.5% MIN. USE 2"x2" CATCH BASINS FOR PIPE CONNECTIONS TO THE TRENCH DRAIN AND AT END OF TRENCH DRAIN, CONNECT CATCH BASIN TO SD SYSTEM WITH 6" PIPE (MIN. 0.5% SLOPE). CONNECT DOWNSPOTS (D5) TO TRENCH DRAIN WITH 4" PIPE (MIN. 0.5% SLOPE).
- KEY NOTES:**
- (A500) (E) ELECTRICAL TRANSFORMERS TO REMAIN, PRESERVE AND PROTECT, TYP
  - (A501) (E) FENCE TO REMAIN.
  - (A502) PLANTER
  - (A503) (N) CAST IN PLACE CONCRETE WALKWAY
  - (A504) CONCRETE MASONRY UNIT 8"x8"x16"
  - (A505) LATTICE SCREEN WALL - GALVANIZED FRAMED 2" SQUARE WELDE WIRE MESH (ADD ALTERNATE A1)
  - (A506) WIRE MESH PARTITION
  - (A507) 3" DIA. GALV STL DOWNSPOUT PAINTED, TYP SEE NOTE 6
  - (A508) PREFORMED SHEET METAL FLASHING
  - (A509) SHEET METAL ROOF
  - (A510) SHEET METAL GUTTER PAINTED
  - (A511) HOLLOW METAL DOOR AND DOOR FRAME PAINTED, TYP
  - (A512) TYPE "X" GYP BOARD CEILING
  - (A513) WIRE MESH PARTITION
  - (A514) WALL MOUNTED MECHANICAL EQUIPMENT BAND W/37, 3/16
  - (A515) TRENCH DRAIN, SEE NOTE 6
  - (A516) SURFACE MOUNTED LIGHT FIXTURE, TYP. SEE NOTE 6
- LEGEND**
- SURFACE MOUNTED LIGHT FIXTURE
  - X-X- WIRE MESH PARTITION
- GRAPHIC SCALE  
4' 0' 4' 8'

<table border="1"> <tr> <th>REV</th> <th>DATE</th> <th>BY</th> <th>CHK</th> <th>APP</th> <th>DESCRIPTION</th> <th>REV</th> <th>DATE</th> <th>BY</th> <th>CHK</th> <th>APP</th> <th>DESCRIPTION</th> </tr> <tr> <td>2</td> <td>20160425</td> <td></td> <td></td> <td></td> <td>ISSUED FOR BID</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>1</td> <td>20160425</td> <td></td> <td></td> <td></td> <td>ISSUED FOR BID</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>0</td> <td>20160425</td> <td></td> <td></td> <td></td> <td>BSR SUBMITTAL</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </table>	REV	DATE	BY	CHK	APP	DESCRIPTION	REV	DATE	BY	CHK	APP	DESCRIPTION	2	20160425				ISSUED FOR BID							1	20160425				ISSUED FOR BID							0	20160425				BSR SUBMITTAL							<p>DESIGN: J. GRINDULO          NAME: J. GRINDULO          PROJECT: C. GUADAGNE          IN CHARGE: C. GUADAGNE          DATE: 20160425</p>			<p><b>CITY OF FAIRFIELD</b>          ENGINEERING DIVISION          1000 WEBSTER STREET, FAIRFIELD, CALIFORNIA 94533</p>	<p><b>FAIRFIELD/VACAVILLE TRAIN STATION</b>          ELECTRICAL/COMMUNICATION BUILDING          ARCHITECTURAL          FLOOR PLAN, ROOF PLAN          AND REFLECTED CEILING PLAN</p>	<table border="1"> <tr> <td>DATE FILED</td> <td>DATE SENT</td> </tr> <tr> <td>FILE NO.</td> <td>FILE NO.</td> </tr> <tr> <td>DATE</td> <td>REV</td> </tr> <tr> <td>A200</td> <td>04</td> </tr> </table>	DATE FILED	DATE SENT	FILE NO.	FILE NO.	DATE	REV	A200	04
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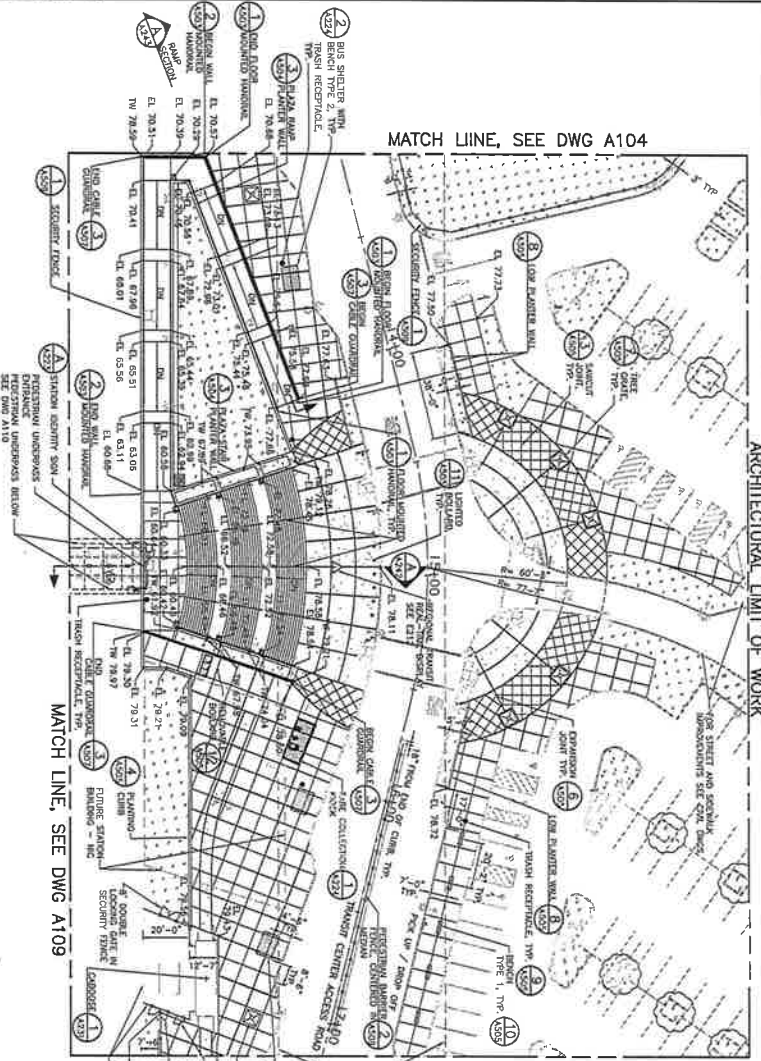


ELECTRICAL AND COMMUNICATION BUILDING EQUIPMENT PLAN  
SCALE: 1/2"=1'-0"

- NOTES:**
- EQUIPMENT LAYOUT AND SIZES ARE SHOWN FOR GENERAL REFERENCE. DIMENSIONS SHOWN ARE APPROXIMATE AND MAY VARY DEPENDING ON THE MANUFACTURER.
  - REFER TO HNTB FFW CONFORMED SET DRAWINGS E410, PAGE NO. 328 AND E411, PAGE NO. 329 FOR ELECTRICAL CONDUIT AND CABLE SCHEDULES.
  - REFER TO DRAWINGS E002 ELECTRICAL ONE-LINE DIAGRAM AND E-003 COMMUNICATION POWER DISTRIBUTION DIAGRAM FOR ADDITIONAL INFORMATION.
  - PROVIDE ALL REQUIRED CONDUITS AND INTERCONNECTION WIRING PER HNTB PANEL SCHEDULES, CONDUIT AND CABLE SCHEDULES.
  - FOR TERMINATING LARGE NUMBER OF CONDUITS, WIRE GUTTER MAY BE USED IN COMBINATION WITH PANELS. WIRE NUMBERS IN ADDED CONDUITS SHALL BE PER NEC.
  - REFER TO HNTB FFW TECHNICAL SPECIFICATIONS CONFORMED SET DATED NOVEMBER 2014 FOR ADDITIONAL INFORMATION ON THE EQUIPMENT.
  - NOT USED.



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SCALE: 1/2"=1'-0"										GRAPHIC SCALE		PROJECT NO. E004		SHEET NO. 25																																					



- NOTE:**
1. FOR ABBREVIATIONS AND SYMBOLS, SEE 0003-0004.
  2. FOR FINISHES, SEE 0005-0006.
  3. FOR STRUCTURAL PLANS AND DETAILS FOR WALLS, SEE 0007-0008.
  4. FOR STATION DETAILS FOR FENCING, SEE 1223 AND 1224.

**LEGEND:**

- ARCHITECTURAL PORTLAND CEMENT CONCRETE
- ARCHITECTURAL PORTLAND CEMENT CONCRETE AND PAVING TYPE 1
- ARCHITECTURAL PORTLAND CEMENT CONCRETE PAVING TYPE 2
- ARCHITECTURAL PORTLAND CEMENT CONCRETE PAVING WITH HEAVY SAND-BLAST FINISH
- ARCHITECTURAL PORTLAND CEMENT CONCRETE PAVING WITH "X" SCORING AND LIGHT BROOM FINISH
- FINISH CHALK/TOP OF ROOF ELEVATION
- TOP OF WALL ELEVATION
- RIGHT OF WAY
- SURFACE DRAIN

**A SITE PLAN**  
SCALE: 1"=20'-0"

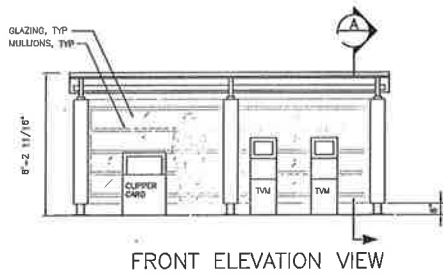
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					PROJECT	
					NO. DRAWING	11814
					DATE	11/18/14
					DRAWN BY	BE
					CHECKED BY	WH
					SCALE	1"=20'-0"
					TITLE	FAIRFIELD/MACAVILLE TRAIN STATION ARCHITECTURAL LAYOUT AND GRADING PLAN
					PROJECT NO.	11814
					SHEET NO.	0
					TOTAL SHEETS	113



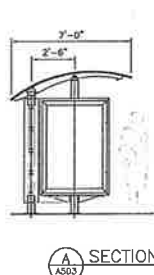
**HNTB**  
HNTB Corporation  
11115 Research Triangle Park  
Raleigh, NC 27617  
www.hntb.com

**CITY OF FAIRFIELD**  
ENGINEERING DIVISION  
1000 MARKET STREET, CAMDEN, NJ  
08102

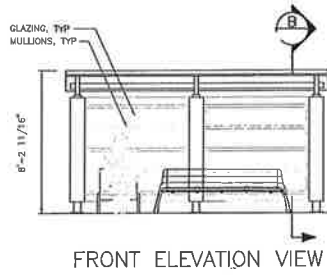
**FAIRFIELD/MACAVILLE TRAIN STATION**  
ARCHITECTURAL LAYOUT AND GRADING PLAN  
2 OF 6  
PROJECT NO. 11814  
SHEET NO. 0  
TOTAL SHEETS 113



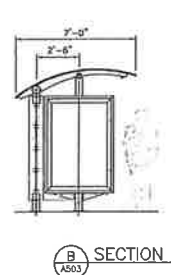
FRONT ELEVATION VIEW



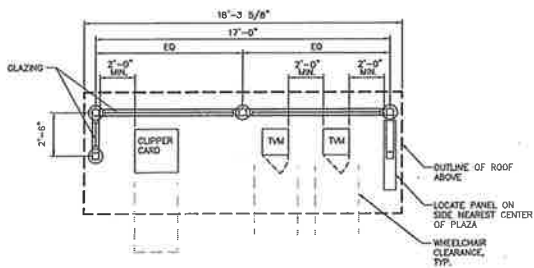
A SECTION



FRONT ELEVATION VIEW



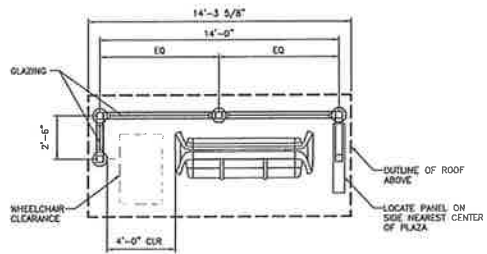
B SECTION



PLAN VIEW

1 FARE COLLECTION KIOSK  
A224 SCALE: NTS

NOTE: CONTRACTOR SHALL PROVIDE KIOSK AND SHELTER SHOP DRAWINGS FOR REVIEW.



PLAN VIEW

2 BUS SHELTER  
A224 SCALE: NTS

NOTE: CONTRACTOR SHALL PROVIDE KIOSK AND SHELTER SHOP DRAWINGS FOR REVIEW.

<table border="0"> <tr> <td>DESIGNED BY</td> <td>A. CHEN</td> <td>DATE</td> <td>11/11/14</td> </tr> <tr> <td>CHECKED BY</td> <td>M. DADE</td> <td>DATE</td> <td>11/11/14</td> </tr> <tr> <td>DRAWN BY</td> <td>R. PHILLIPS</td> <td>DATE</td> <td>11/11/14</td> </tr> <tr> <td>IN CHARGE</td> <td>J. LITZINGER</td> <td>DATE</td> <td>11/11/14</td> </tr> </table>										DESIGNED BY	A. CHEN	DATE	11/11/14	CHECKED BY	M. DADE	DATE	11/11/14	DRAWN BY	R. PHILLIPS	DATE	11/11/14	IN CHARGE	J. LITZINGER	DATE	11/11/14					<b>CITY OF FAIRFIELD</b> ENGINEERING DIVISION 1000 WEBSTER STREET, FAIRFIELD, CALIFORNIA 94533		<b>FAIRFIELD/VACAVILLE TRAIN STATION</b> ARCHITECTURAL FARE COLLECTION KIOSK PLAN AND ELEVATION VIEWS		SHEET TITLE: FFVA224-0 SHEET NO: 121 DATE: 11/11/14	
DESIGNED BY	A. CHEN	DATE	11/11/14																																
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## **EXHIBIT "B"**

### **PAYMENT**

1) The total contract price for services rendered by CONTRACTOR under this Agreement shall not exceed \$34,048.14.

2) Payment shall be made to CONTRACTOR on a time and materials basis, and CONTRACTOR shall submit monthly invoices to Ryan Panganiban, Senior Civil Engineer, for the same.



## EXHIBIT "C"

### GENERAL PROVISIONS

1) INDEPENDENT CONTRACTOR. At all times during the term of this Agreement, CONTRACTOR shall be an independent Contractor and shall not be an employee of CITY. CITY shall have the right to control CONTRACTOR only insofar as the results of CONTRACTOR's services rendered pursuant to this Agreement; however, CITY shall not have the right to control the means by which CONTRACTOR accomplishes services rendered pursuant to this Agreement.

2) LICENSES; PERMITS; ETC. CONTRACTOR represents and warrants to CITY that CONTRACTOR has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR to practice CONTRACTOR's profession. CONTRACTOR represents and warrants to CITY that CONTRACTOR shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONTRACTOR to practice his profession.

3) TIME. CONTRACTOR shall devote such services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of CONTRACTOR's obligations pursuant to this Agreement. CONTRACTOR shall adhere to the Schedule of Activities as described in their Executive Summary.

4) CONTRACTOR NOT AN AGENT. Except as CITY may specify in writing, CONTRACTOR shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied, pursuant to this Agreement, to bind CITY to any obligation whatsoever.

5) ASSIGNMENT PROHIBITED. No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

6) PERSONNEL. CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. In the event that CITY, in its sole discretion, at anytime during the term of this Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person or persons.

7) STANDARD OF PERFORMANCE. CONTRACTOR shall perform all services required pursuant to this Agreement. Services shall be performed in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged in the geographical area in which CONTRACTOR practices his profession. All products which CONTRACTOR delivers to CITY pursuant to this Agreement shall be prepared in a workmanlike manner, and conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CITY shall be the sole judge as to whether the product of the CONTRACTOR is satisfactory.

8) CANCELLATION OF AGREEMENT. This Agreement may be canceled at any time by the CITY at its discretion upon written notification to CONTRACTOR. CONTRACTOR is entitled to receive full payment for all services performed and all costs incurred up to and including the date of receipt of written notice to cease work on the project. CONTRACTOR shall be entitled to no further compensation for work performed after the date of receipt of written notice to cease work. All completed and incomplete products up to the date of receipt of written notice to cease work shall become the property of CITY.

9) PRODUCTS OF CONSULTING. All products of the CONTRACTOR provided under this Agreement shall be the property of the Amtrak.

10) INDEMNIFY AND HOLD HARMLESS.

a) CONTRACTOR shall indemnify, defend, and hold harmless the CITY, its officers, agents, employees from all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property arising from with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by CONTRACTOR or any person directly employed by or acting as agent for CONTRACTOR in the performance of this Agreement.

Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONTRACTOR from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies are determined to be applicable to any such damages or claims for damages.

11) PROHIBITED INTERESTS. No employee of the CITY shall have any direct financial interest in this agreement. This agreement shall be voidable at the option of the CITY if this provision is violated.

12) LOCAL EMPLOYMENT POLICY. The CITY desires wherever possible, to hire qualified local residents to work on city projects. Local resident is defined as a person who resides in Solano County. The CITY encourages an active affirmative action program on the part of its contractors, consultants and developers. When local projects require, subcontractors, contractors, consultants and developers will solicit proposals from qualified local firms where possible.

As a way of responding to the provisions of the Davis-Bacon Act and this program, contractor, consultants, and developers will be asked, to provide no more frequently than monthly, a report which lists the employee's name, job class, hours worked, salary paid, city of residence, and ethnic origin.

13) CONTRACTOR NOT A PUBLIC OFFICIAL. CONTRACTOR is not a "public official" for purposes of Government Code §§ 87200 et seq. CONTRACTOR conducts research and arrives at his or her conclusions, advice, recommendation, or counsel independent of the control and direction of the CITY or any CITY official, other than normal contract monitoring. In addition, CONTRACTOR possesses no authority with respect to any CITY decision beyond these conclusions, advice, recommendation, or counsel.

14) EMPLOYMENT DEVELOPMENT DEPARTMENT REPORTING REQUIREMENTS. When the CITY executes an agreement for or makes payment to CONTRACTOR in the amount of \$600 (six hundred dollars) or more in any one calendar year, CONTRACTOR shall provide the following information to CITY to comply with Employment Development Department (EDD) reporting requirements:

a) Whether CONTRACTOR is doing business as a sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, non-profit corporation or other form of organization.

b) If CONTRACTOR is doing business as a sole proprietorship, CONTRACTOR shall provide the full name, address and social security number or federal tax identification number of the sole proprietor.

c) If CONTRACTOR is doing business as other than a sole proprietorship, CONTRACTOR shall provide CONTRACTOR's federal tax identification number.

**EXHIBIT "D"**

**INSURANCE REQUIREMENTS**

CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, his agents, representatives, or employees.

1) MINIMUM SCOPE AND LIMITS OF INSURANCE

a) Commercial General Liability coverage (occurrence Form CG 00 01) with minimum limits of \$3,000,000 per occurrence for bodily injury, personal injury, products and completed operations, and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

b) Automobile Liability coverage (Form CA 00 01 with Code 1 – any auto) with minimum limits of \$1,000,000 per accident for bodily injury and property damage.

c) Workers' Compensation insurance as required by the State of California and Employers' Liability insurance, each in the amount of \$1,000,000 per accident for bodily injury or disease.

2) INDUSTRY SPECIFIC COVERAGES

If checked below, the following insurance is also required.

- Professional Liability Insurance / Errors and Omissions Liability in the minimum amount of \$1,000,000 per occurrence.
- Pollution Liability Insurance in the minimum amount of \$1,000,000 per occurrence
- Garage Keepers Insurance in the minimum amount of \$1,000,000 per occurrence
- Fidelity / Crime / Dishonesty Bond in the minimum amount of \$ \_\_\_\_\_
- MCS-90 Endorsement to Business Automobile insurance for transportation of hazardous materials and pollutants
- Builder's Risk / Course of Construction Insurance in the minimum amount of \$ \_\_\_\_\_.

3) INSURANCE PROVISIONS

a) DEDUCTIBLES AND SELF-INSURED RETENTIONS. Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the CITY, its officers, officials, employees and volunteers; or the CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

b) The general and automobile liability policies (and if applicable, pollution liability, garage keepers liability and builder's risk policies) are to contain, or be endorsed to contain, the following provisions:

- i) The CITY, its officers, officials, and employees are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the CONTRACTOR; products and completed operations of the CONTRACTOR; premises owned, occupied or used by the CONTRACTOR; or automobiles owned, leased, hired or borrowed by the CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officers, officials, employees or volunteers.
- ii) For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the CITY, its officers, officials, employees and volunteers. Any insurance or self-insured maintained by the CITY, its officers, officials, employees or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- iii) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the CITY, its officers, officials, employees or volunteers.
- iv) The CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- v) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the CITY.
- vi) The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated above shall not serve to reduce the CONTRACTOR's policy limits of coverage.

c) ACCEPTABILITY OF INSURER. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the CITY.

d) VERIFICATION OF COVERAGE. CONTRACTOR shall furnish the CITY with original endorsements effecting coverage required by this Exhibit D. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the CITY or on forms equivalent to CG 20 10 11 85 subject to CITY approval. All insurance certificates and endorsements are to be received and approved by the CITY before work commences. At the request of the CITY, CONTRACTOR shall provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

e) SUB-CONTRACTORS. CONTRACTOR shall require all sub-Contractors to procure and maintain insurance policies subject to the requirements of Exhibit D. Failure of CONTRACTOR to verify existence of sub-contractor's insurance shall not relieve CONTRACTOR from any claim arising from sub-contractor's work on behalf of CONTRACTOR.

4) Notwithstanding the insurance requirement of this Exhibit D, CITY acknowledges and agrees that CONTRACTOR may meet the above insurance requirements through its corporate self-insurance program. CONTRACTOR shall provide a letter of self-insurance to comply with the requirements of Section 3) d) of this Exhibit D.