

CONSTRUCTION COOPERATIVE AGREEMENT

This agreement, effective as of the date it has been signed by all PARTIES, is between the Santa Barbara County Association of Governments, acting as the Santa Barbara County Local Transportation Authority ("AUTHORITY"), the City of Santa Maria ("CITY") and the County of Santa Barbara ("COUNTY"), collectively referred to herein as "PARTIES."

RECITALS

- a) The PARTIES are authorized to enter into a cooperative agreement for improvements to the local road system.
- b) CITY is constructing a new road and associated improvements between State Route 135 and Hummel Drive known as Union Valley Parkway Extension (Phase III), located within County of Santa Barbara jurisdiction, and State of California jurisdiction, hereinafter referred to as "PROJECT". The scope and schedule for PROJECT are included in Attachment "A," attached hereto and incorporated herein by this reference.
- c) AUTHORITY intends to participate in the PROJECT as a funding partner and wishes to contribute funds to the CITY for the PROJECT. Funds included in this cooperative agreement are for construction and construction administration of PROJECT. The estimated cost and funding plan for PROJECT are included in Attachment "B," attached hereto and incorporated herein by this reference.
- d) CITY, COUNTY, AND AUTHORITY are committed to completion of PROJECT.
- e) COUNTY has acquired all rights-of-way necessary for PROJECT through eminent domain or other means, effective July 20, 2012.
- f) COUNTY will provide construction support services to CITY as a consultant.
- g) The PARTIES now define the terms and conditions of their agreement.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. PROJECT SCOPE RESPONSIBILITIES

- a) CITY shall advertise for bids as required by law, and award a construction contract to an appropriately licensed and qualified construction contractor to complete the PROJECT.
- b) COUNTY shall provide qualified construction administration support staff or subcontract with qualified professionals to serve as a consultant to CITY during construction of PROJECT.
- c) COUNTY has issued an encroachment permit to CITY for construction of PROJECT at no cost to CITY.
- d) CITY shall be responsible for obtaining all rights, entitlements and permits necessary to complete the PROJECT, including compliance with the California Environmental Quality Act ("CEQA").

2. FINANCIAL RESPONSIBILITIES

- a) AUTHORITY is a funding partner contributing Measure D, Measure A funds, and coordinating the allocation of State-Local Partnership Program (SLPP) funds to the CITY for PROJECT construction, as identified in Attachment "B". AUTHORITY shall not be responsible for any design, construction, maintenance or operation of the PROJECT.
- b) Except as expressly provided herein, CITY shall have no responsibility whatsoever to provide funding for PROJECT. Any delay in or failure to provide funds identified in Attachment "B" for PROJECT following CITY's timely request under this Agreement is a material breach giving CITY cause to immediately terminate this Agreement. All parties to this agreement acknowledge that PROJECT exists entirely within COUNTY jurisdiction, and that PROJECT will become a transportation facility owned and operated by COUNTY, and as such CITY will not be required to dedicate financial resources to PROJECT beyond those approved and provided by AUTHORITY.
- c) CITY shall request a funding allocation for SLPP from the California Transportation Commission. CITY shall be responsible for the timely completion of the PROJECT, currently estimated to be November, 2013, including meeting any timely use of funds deadlines for SLPP, if applicable.
- d) CITY shall use Measure D, Measure A, and SLPP funds consistent with PROJECT scope of work and schedule described in Attachment "A" or approved by the AUTHORITY pursuant to Section 3.c.
- e) AUTHORITY's contribution of combined Measure D and Measure A funds for PROJECT shall not exceed 50.0 percent of PROJECT costs listed in Attachment B or \$2,876,130, whichever is less.
- f) The SLPP funds for the PROJECT shall not exceed 50.0 percent of PROJECT costs listed in Attachment B or \$2,876,130, whichever is less. CITY shall invoice State of California for SLPP reimbursement of PROJECT costs.
- g) Starting two months after the later of 1) full execution of this Agreement; or 2) issuance of the construction contract Notice to Proceed by CITY, CITY shall submit monthly progress reports and invoices to AUTHORITY for the cost of activities conducted over the prior unbilled month(s) for reimbursement. Such documents shall include the following specified information:
 - (i) One (1) copy of all invoices submitted to CITY by every contractor, subcontractor, consultant, or subconsultant performing work related to PROJECT including COUNTY, timecards reflecting hours invoiced for reimbursement by CITY employees and staff, and invoices supporting direct expenses billed to project by CITY.
 - (ii) A brief description of the status of the PROJECT including the work completed to date.
- h) AUTHORITY shall reimburse CITY for construction costs, but reserves the right to stop reimbursement payments of invoices if CITY refuses to provide progress reports.

AUTHORITY shall issue reimbursement payments to CITY on or before the last day of the month for all timely submittals.

- i) CITY shall submit all invoices and progress reports to AUTHORITY on or before 5:00 p.m. on the tenth (10th) calendar day of the month in which the CITY requests reimbursement payments. Copies of invoices must be complete and legible or the reimbursement request will be returned. Reimbursement requests should be accompanied by a cover letter stating the time period for which reimbursement is requested, name of the project, total amount requested and contact name and telephone number.
- j) CITY shall make payment to COUNTY for professional services rendered within 30 days after receiving reimbursement payment for such services from AUTHORITY, STATE, or any source providing reimbursement to CITY.
- k) Expenses related to PROJECT that result from advertisement, bid opening and evaluation, award, preconstruction meetings shall be eligible for reimbursement. However, in no event shall other expenses incurred prior to the execution of this Agreement be considered eligible reimbursement costs by AUTHORITY.
- l) Any changes in the PROJECT scope as described in Attachment "A" may not be implemented by CITY until approved in writing by AUTHORITY. A Change in PROJECT Scope shall be defined as costs for work in addition to those described in Attachment "A." Construction Cost Change Orders consistent with the scope of Attachment "A" and costs in Attachment "B" do not need AUTHORITY approval.
- m) Any AUTHORITY reimbursement payments to CITY shall not be construed as a waiver of rights of AUTHORITY to require fulfillment of all terms of this Agreement.
- n) After the CITY has provided a letter of Project Completion to AUTHORITY as provided below in Section 3, any positive difference between the cost, as listed in Attachment "B" or approved by AUTHORITY pursuant to this Agreement and the total amount invoiced to AUTHORITY shall be considered cost savings. 100% of the cost savings will be re-credited to the Measure D, Measure A and SLPP programs for re-programming by AUTHORITY to other eligible projects.
- o) Starting two months after the later of 1) execution of this Agreement; or 2) issuance of the construction contract Notice to Proceed by CITY, COUNTY will submit invoices to CITY for costs incurred by COUNTY in the previous month(s). Invoices shall include timecards reflecting hours invoiced for reimbursement by COUNTY employees and invoices and other documentation supporting direct expenses billed to project by COUNTY.

3. GENERAL CONDITIONS

- a) Prior to advertising for construction bids, CITY shall submit, and COUNTY shall review, PROJECT construction plans to be included in the bid package. County shall notify AUTHORITY and CITY in writing affirming that COUNTY has reviewed the plans and stating whether PROJECT meets COUNTY standards for a capital facility. CITY shall not issue bid documents which incorporate plans that do not meet COUNTY's standards.

- b) Prior to or at the time of Project contract award, CITY and COUNTY shall enter into a Professional Services Agreement wherein COUNTY will provide construction support services to CITY during construction of PROJECT. A copy of the Professional Services Agreement shall be provided to AUTHORITY prior to CITY issuance of a Notice to Proceed for the PROJECT.
- c) CITY will consider an award of a contract for construction of PROJECT only if the lowest responsible bid, plus contingency amounts, combined with other estimated costs in Attachment "B" is less than the Measure A, Measure D and SLPP funds available for PROJECT.
 - (i) If the lowest responsible bid combined with other estimated costs in Attachment "B" exceeds funds available for PROJECT in this agreement, CITY shall call a meeting and confer with AUTHORITY and COUNTY to agree upon a course of action.
 - (ii) If at any time during construction, costs for PROJECT as described in Attachment "A" are estimated to exceed costs in Attachment "B," CITY shall call a meeting and confer with AUTHORITY and COUNTY to agree upon a course of action.
- d) Construction Contract. CITY shall require the following provisions be included in any construction contract for the PROJECT.
 - i) Insurance and Indemnity. CITY shall require the contractor to comply with the indemnity and insurance requirements specified in Attachment D.
 - ii) Nondiscrimination. CITY shall require the contractor to comply with CITY's standard nondiscrimination clause for private contractors.
 - iii) Records and Audits. CITY shall require the contractor to comply with a standardized record keeping requirement for such contracts and to require the contractor to keep such records for 5 years after COUNTY has accepted the PROJECT. The contract shall provide that any PARTY may audit such records.
 - iv) Ownership of Records. CITY shall require that all construction drawings of the PROJECT shall be the property of CITY and COUNTY and, if requested, shall be provided to CITY and COUNTY after the completion of the PROJECT
 - v) Third Party Beneficiary. COUNTY shall be named as a third party beneficiary in CITY's contract with the Project contractor.
- e) CITY will provide copies to AUTHORITY of all executed contracts which relate to the PROJECT scope as described in Attachment "A."
- f) CITY shall install Measure A signs consistent with the specifications set forth in Attachment "C" of this Agreement, attached hereto and incorporated herein by this reference. There is no requirement to install a Measure D sign.
- g) Except for contractor warranty deficiencies and plant establishment, COUNTY shall be responsible for ordinary and regular maintenance of PROJECT, at COUNTY expense, commencing upon CITY approval of the Notice of Completion. CITY shall not approve a

Notice of Completion without the written concurrence of COUNTY. As used in this subdivision, the term “maintenance” shall mean any and all activities and costs required to operate the facility and preserve the facility from degradation. CITY shall be responsible for enforcing Project contractor’s warranty and plant establishment obligations, as defined in the Project construction contract documents, until those obligations are terminated.

Upon the request of project contractor, and only with COUNTY’s prior approval in writing, CITY may relieve the project contractor of the duty of protecting and maintaining certain portions of the work pursuant to Section 7-1.15 of the 2006 Caltrans Standard Specifications. If CITY and COUNTY concur that Relief of Maintenance and Responsibilities is appropriate, CITY may relieve contractor and shall provide copies of all documentation regarding Relief of Maintenance and Responsibility to COUNTY

- h) CITY shall, within 90 days of the PROJECT Notice of Completion, provide a Letter of Project Completion to AUTHORITY which includes final cost, revenues, and schedule of completed activities. This letter shall accompany the final invoice for payment from the CITY.
- i) CITY will provide COUNTY with record drawing plans within 90 days after a copy of Notice of Completion is required to be sent to COUNTY as herein provided.
- j) CITY will retain all records pertaining to the PROJECT, including but not limited to financial records, for a five (5) year period following the issuance of the Notice of Completion of the PROJECT. All accounting records shall be kept in accordance with generally accepted accounting practices.
- k) AUTHORITY shall have the right to conduct an audit of all CITY’s records and contractor’s records pertaining to the Agreement at any time during the course of construction and up to a five (5) year period after completion of the Agreement.
- l) Any notice which may be required under this Agreement shall be in writing to the PARTIES at addresses set forth below. Notice is effective five days after deposit, with postage fully prepaid, into the United States mail, or otherwise upon confirmation of receipt:

<u>AUTHORITY</u>	<u>CITY</u>	<u>COUNTY</u>
Executive Director	Director of Public	Public Works Director
SBCAG	Works/City Engineer	County of Santa Barbara
260 N. San Antonio Rd., Suite B	110 S. Pine St., Ste. 101	123 Anapamu Street
Santa Barbara, CA 93110	Santa Maria, CA 93458	Santa Barbara, CA 93101

4. INSURANCE AND INDEMNIFICATION

- a) Indemnity. The PARTIES acknowledge their respective roles respecting the PROJECT under this Agreement. The AUTHORITY’S role is to timely approve and distribute funding. The CITY’S role is to provide documentation, receive funding, contract for the work of the project, and manage construction. The COUNTY’S role is to secure right of way, provide documentation, provide construction administration support, take possession of the PROJECT and maintain it upon its completion. Within the limitation of these roles, the PARTIES desire to provide mutual indemnity to each other.

In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to Government Code Section 895.6, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead all parties agree that pursuant to Government Code Section 895.4, each of the parties hereto shall fully defend, indemnify and hold each of the other parties, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of the acts or omissions of the indemnifying party, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this Agreement. No party, nor any officer, board member, employee or agent thereof shall be responsible for any damage, claim, expense, cost, or liability occurring by reason of the acts or omissions of other parties hereto, their officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other parties under this Agreement.

b) Contractor Insurance and Indemnification

CITY shall require the contractor to comply with the indemnity and insurance requirements specified in Attachment D.

5. TERM AND OBLIGATION OF AGREEMENT

a) This Agreement shall remain in effect until discharged or terminated as follows.

i. The Agreement may be terminated at any time by mutual consent of the PARTIES.

ii. This Agreement shall be discharged, and the PARTIES shall have no further obligation to each other, upon completion of the PROJECT as certified by CITY and COUNTY.

b) Each party agrees to do all such things and take all such actions, and to make, execute and deliver such other documents and instruments, as shall be reasonably requested to carry out the provisions, intent and purpose of the Agreement.

c) This Agreement represents the entire Agreement of the parties with respect to the subject matter hereof. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements.

d) This Agreement may not be changed, modified or rescinded except in writing, signed by all PARTIES hereto, and any attempt at oral modification of this Agreement shall be void and of no effect.

e) The PARTIES render their services under this Agreement as independent agencies. None of the employees or agents of any party shall be employees or agents of any other party to this Agreement.

f) The Agreement may not be assigned, transferred, hypothecated, or pledged by any party without the express written consent of the other PARTIES.

- g) This Agreement shall be binding upon the successor(s), assignee(s) or transferee(s) of all PARTIES. This provision shall not be construed as an authorization to assign, transfer, hypothecate or pledge this Agreement other than as provided above.
- h) Should any part of this Agreement be determined to be unenforceable, invalid, or beyond the authority of any party to enter into or carry out, such determination shall not affect the validity of the remainder of this Agreement which shall continue in full force and effect; provided that, the remainder of this Agreement can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the parties.
- i) This Agreement may be executed in one or more counterparts and shall become effective when one or more counterparts have been signed by all of the parties; each counterpart shall be deemed an original but all counterparts shall constitute a single document.
- j) All obligations of CITY under the terms of this agreement are subject to the allocation of SLPP funds by the California Transportation Commission and allocation of Measure A and D funds by AUTHORITY.
- k) All obligations of AUTHORITY under the terms of this Agreement are expressly contingent upon the AUTHORITY's continued authorization to collect and expend the sales tax proceeds provided by Measure A. If for any reason the AUTHORITY's right or ability to collect or expend such sales tax proceeds is terminated or suspended in whole or part so that it materially affects the AUTHORITY's ability to fund the project, AUTHORITY shall promptly notify PARTIES, and the PARTIES shall consult on a course of action. If, after twenty-five (25) working days, a course of action is not agreed upon by the PARTIES, this Agreement shall be deemed terminated by mutual or joint consent. Any future obligation to fund PROJECT shall arise only upon execution of a new Agreement.
- l) No remedy or election of remedies provided for in this Agreement shall be deemed exclusive, but shall be cumulative with all other remedies at law or in equity. Each remedy shall be construed to give the fullest effect allowed by law.
- m) This Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of California.
- n) The waiver by any party of any breach of any of the provisions of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of the same, or of any other provision of this Agreement.
- o) Nothing in this Agreement, express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any third party, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third party to any party to this Agreement, nor shall any provision of this Agreement give any third party any right of subrogation or action over or against any party to this Agreement.
- p) Each party warrants to each other that he or she is fully authorized and competent to enter into this Agreement in the capacity indicated by his or her signature and agrees to be bound by this Agreement as of the day and year first mentioned above upon the execution of this Agreement by each other party.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the day and year last written below.

City of Santa Maria

Richard J. Haydon, Date
City Manager

Attest:

By: _____
Rhonda M. Garietz, CMC
Chief Deputy Clerk

Approved as to Form:

Gilbert A. Trujillo
City Attorney

By: _____
Wendy Stockton
Senior Assistant City Attorney/Utilities Counsel

SBCAG, acting as the Santa Barbara County Local Transportation Authority

Joni Gray,
Chairperson

Date

Attest:

By. _____
James Kemp
Executive Director

Approved as to Form:

By. _____
William M. Dillon,
Senior Deputy County Counsel,
Counsel for AUTHORITY

County of Santa Barbara

By: _____

Doreen Farr, Chair _____ Date

Board of Supervisors

APPROVED AS TO ACCOUNTING:

**ROBERT W. GEIS,
AUDITOR CONTROLLER**

By: _____

Deputy

ATTEST:

**CHANDRA L. WALLAR
CLERK OF THE BOARD**

By: _____

Deputy

APPROVED AS TO FORM:

**DENNIS A. MARSHALL
COUNTY COUNSEL**

By: _____

Deputy County Counsel,
Counsel for COUNTY

APPROVED AS TO FORM:

**RAY AROMATORIO
RISK PROGRAM ADMINISTRATOR**

By: _____

ATTACHMENT A

PROJECT SCOPE & SCHEDULE

Project Limits: Union Valley Parkway, Highway 135 to Hummel Drive

Project Phase:

- Phase 1 – Preliminary Engineering (Includes Preliminary Design/Engineering (PS&E) and Environmental
- Phase 2 – Right-of-Way Acquisition
- Phase 3 – Construction (Includes Project Construction & Construction Administration)

Project Phase Scope:

The project is Phase III of the construction of Union Valley Parkway Extension. Phase III limits are from State Route 135 to Hummel Drive in Orcutt, in unincorporated Santa Barbara County and State of California jurisdiction, near the City of Santa Maria. Phase III includes all items of work necessary to render a complete and operational project meeting County of Santa Barbara standards and utility requirements, as contemplated on the Plans and Specifications for County Encroachment Permit 037309 .

Project Purpose:

The project is a part of the larger Union Valley Parkway Extension and Interchange project. The project will help connect the Santa Maria Airport and the Orcutt community to U.S. 101 at a new interchange included in the Measure A program.

Transportation Benefit:

The new arterial and interchange will greatly alleviate projected congestion at the adjacent interchanges at Clark Avenue and Santa Maria Way which are two miles apart and exceed typical urbanized area interchange spacing of one mile. The project will also provide congestion relief on local streets and support existing and planned local development, including future development of the Santa Maria Airport Business Park.

PROJECT SCHEDULE

Project Phase	Start	End
Call for Bids\Advertise Construction Contract	December 2012	January 2013
Award Construction Contract	February 2013	-----
Construction	March 2013	November 2013

ATTACHMENT B

PROJECT COST ESTIMATE AND FUNDING PLAN

The funds below contributed by AUTHORITY are to be used to pay CITY’s construction costs, including construction administration, for the scope of work described in Attachment A.

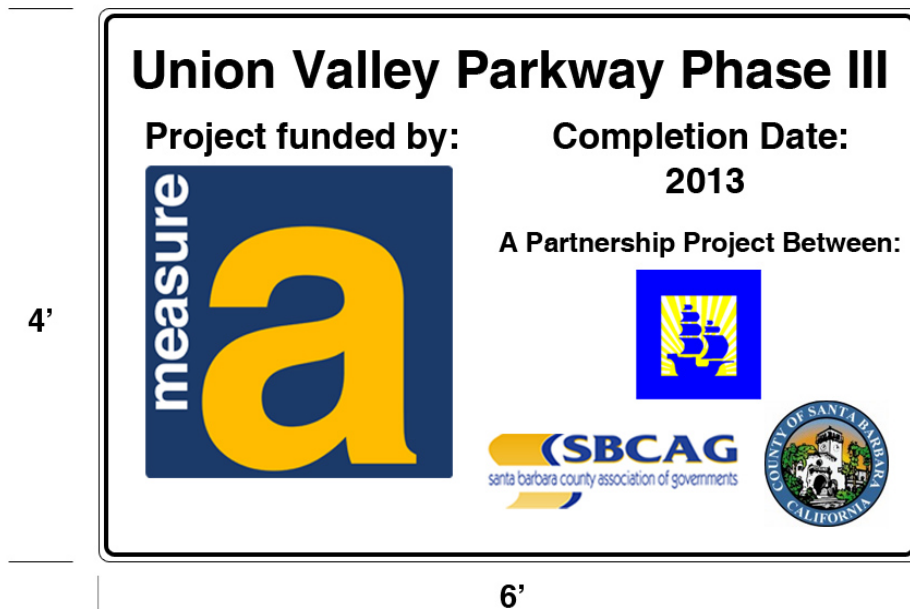
AUTHORITY Fund Source	COST ESTIMATE			Funding Percentage
	Construction Admin.	Construction Capital	Total	
Measure D Regional Funds	\$0	\$1,143,000	\$1,143,000	19.9%
Measure A UVP Interchange Cost Savings	\$351,130	\$1,382,000	\$1,733,130	30.1%
Regional (Formula) State Local Partnership Program	\$351,130	\$2,525,000	\$2,876,130	50.0%
Total	\$702,260	\$5,050,000	\$5,752,260	100%

ATTACHMENT C

MEASURE A PROJECT SIGNS

CITY shall install two (2) Measure A project signs per measurements below that include the project title, Measure A logo, project completion date, project City logo, project County logo, and SBCAG logo.

The signs will be installed within ¼ mile of the ends of the project. The sign will be posted prior to the construction of the project, during the construction of the project, and until the end of construction (anticipated November 2013).



ATTACHMENT D - CONTRACTOR'S INSURANCE AND INDEMNIFICATION

The Contractor shall provide the following for the benefit of the City of Santa Maria, County of Santa Barbara and Santa Barbara County Association of Governments ("THE PARTIES"):

A. General

1. Contractor shall carry all insurance required by Federal, State, County, and local Laws and Regulations.
2. Neither Contractor nor any subcontractor shall enter the site of the work or commence work under this contract before Owner, relying on Contractor's evidence of insurance, has issued the Notice-to-Proceed.
3. Contractor shall indemnify, defend, and save harmless THE PARTIES, their officers, officials, employees, and volunteers, from any and all loss, damage and liability for damages, including attorney's fees and other costs of defense incurred by them, whether for damages to or loss of property, or injury to or death of their officers, agents, and employees or third parties, which shall in any way arise out of or be connected with Contractor's operations or performance under the contract, unless such damage, loss, injury or death shall be caused solely by the negligence of THE PARTIES.
4. Contractor shall secure and maintain, during the contract time and warranty period, certain insurance that shall protect Contractor, Subcontractor, THE PARTIES, and Design Engineer in such manner and amounts as set forth hereinafter.
 - a. The insurance requirements stipulated herein shall not be construed as limiting Contractor's liability.
5. All loss or damage arising from obstructions or difficulties which may be encountered in the prosecution of the work, from the action of the elements, or from any act or omission on the part of Contractor or any subcontractor, supplier, person, or agent employed by Contractor shall be borne by Contractor.
6. Deductibles and Self-insured Retentions
 - a. Deductibles and self-insured retentions shall be declared to and approved by the City of Santa Maria.
 - b. At the option of the City of Santa Maria, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects THE PARTIES and Design Engineer, their officers, officials, employees and volunteers or Contractor shall provide a financial guarantee satisfactory to the City of Santa Maria

guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

7. Contractor shall include subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor.
 - a. Coverage's for subcontractors shall be subject to the requirements stipulated herein.

B. Verification of Coverage

1. Contractor shall furnish the City of Santa Maria with original endorsements effecting coverage required by this clause.
2. Endorsements shall be signed by a person authorized by that insurer to bind coverage on its behalf.
3. The endorsements shall be on forms provided by the City of Santa Maria, or on other than the City of Santa Maria's forms, or a separate owner's policy, provided those forms or policies are approved by the City of Santa Maria and amended to conform to the City of Santa Maria's requirements.
4. Endorsements shall be received and approved by the City of Santa Maria before work commences.
5. The City of Santa Maria has the right to secure from the Contractor certified copies of all required insurance, including endorsements affecting the coverage required by these specifications.

C. The Contractor's insurance must be placed with insurers that have a current A.M. Best's rating of no less than A-: VII.

D. Workers Compensation Insurance

1. Contractor shall take out and maintain Workers Compensation Insurance as required by the State of California for all of its employees at the site of the work and Employer's Liability Insurance in the amount of \$1,000,000 per accident for bodily injury or disease during the life of this contract.
 - a. The Contractor's Workers Compensation and Employer's Liability policy shall be endorsed to provide a waiver of subrogation by the carrier to THE PARTIES and Design Engineer.
2. Contractor shall require each subcontractor to provide workers Compensation Insurance for its employees unless the Contractor covers such employees.

3. In the event any class of employees engaged in hazardous work under this contract is not protected by the Workers Compensation Statute, Contractor shall provide, and shall cause its subcontractors to provide, special insurance for the protection of such employees not otherwise protected.

E. Commercial General liability Insurance

1. Contractor shall procure, and maintain during the life of the contract, coverage at least as broad as ISO Commercial General Liability Insurance (Form CG 0001) necessary to protect itself, THE PARTIES, Design Engineer, and Subcontractors performing work under this contract, from all claims and legal costs for bodily injury or personal injury, including accidental death and property damage claims arising from operations under this contract, whether such operations are the Contractor's or the subcontractor's.
2. The policy shall be endorsed to include the following provisions:
 - a. The PARTIES and Design Engineer, their officers, officials, employees and volunteers are to be covered as insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. This can be provided in the form of an endorsement to the Contractor's insurance or as a separate owner's policy.
 - b. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the PARTIES and Design Engineer, their officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the PARTIES and/or Design Engineer, their officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
 - c. This coverage shall not be canceled by either party, except after 30 days prior written notice by certified mail, return receipt requested has been given to the PARTIES and Design Engineer.
3. The minimum limits of the insurance shall be as follows:
 - a. \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit of \$2,000,000 shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. A separate general aggregate limit of \$2,000,000 will also apply for Products and Completed Operations.

F. Automobile Liability

1. Contractor shall carry and maintain coverage at least as broad as ISO automobile liability (Form CA 0001) in an amount not less than \$1,000,000 per accident for bodily injury and property damage.
2. Such automobile liability insurance shall include Symbol 1, any "auto." Symbol 1 includes, but is not limited to, owned, hired and non-owned autos.
3. The policy shall be endorsed to include the following provisions:
 - a. This coverage shall not be canceled by either party, except after 30 days prior written notice by certified mail, return receipt requested has been given to the PARTIES and Design Engineer.