

STAND-UP ELECTRIC SCOOTER
PILOT OPERATING AGREEMENT

This Pilot Operating Agreement (the “Agreement”) is entered into by and between BIRD RIDES, INC., located at 8605 Santa Monica Blvd., #20388 West Hollywood, CA 90069 (“Company”), and the CITY OF SUNNYVALE (the “City”) located in Santa Clara County (the “County”), on October 10, 2022 (“Effective Date”). The City and Company are referred to collectively herein as “Parties,” and individually as “Party.”

In consideration of the mutual covenants and representations set forth in this Agreement, Company and the City hereby agree to launch a pilot Stand-Up electric scooter sharing program as follows:

1. Statement and Purpose

The purpose of this Agreement is to authorize the establishment of a pilot operation of a Stand-up electric scooter sharing system within the City (the “Pilot”) and to establish rules, performance standards, and regulations governing the Pilot to ensure that the Pilot is consistent with the safety and well-being of bicyclists, pedestrians, and other users of the public rights-of-way, and does not create a public nuisance.

2. Scope

This Agreement and its terms apply to the proposed deployment of Stand-up electric scooter sharing systems within the City’s jurisdictional boundaries by Company in connection with the Pilot. Company shall not deploy a Stand-up electric scooter sharing system in the City in violation of this Agreement. This Agreement and the Pilot shall remain in effect for a period of one (1) year from the Effective Date, with an option to extend for an additional (1) year if the City Manager, in his/her sole discretion, determines that extension of the Pilot is in the best interest of the City and so notifies Company in writing of such extension.

3. Procedures Prior to Operation/Application Fee

Prior to commencing operations in accordance with this Agreement, Company shall:

- a. provide an affidavit of compliance with the terms and conditions of this Agreement for City’s review and approval; and
- b. obtain a business license from the City; and
- c. submit a marketing and outreach plan to the City for approval. Such plan shall include one community outreach prior to launching and two during the first three months of the pilot program. This plan will promote and inform residents and businesses about the program; and

- d. pay an application fee of ten thousand dollars (\$10,000.00) to cover the City's costs of processing the Company's application and this Agreement, as well as overseeing the operation of the Pilot; and
- e. pay a deposit of ten thousand dollars (\$10,000.00) for damage to public property or nuisance scooter removal and storage fees.

Upon the City's written approval that Company has completed the above conditions, and has implemented and is adhering to the rules and performance standards contained herein, Company may deploy Stand-up electric scooters in the City and commence operations pursuant to the Pilot.

4. Operating Regulations

- a. Company, and/or its service providers, agents or assigns, shall be responsible for operating a Stand-up electric scooter program in the City in accordance with the below requirements.
- b. Stand-up electric scooters shall mean a device weighing less than 150 pounds, that (i) has handlebars and an electric motor, (ii) is solely powered by the electric motor and/or human power, and (iii) has a maximum speed of no more than 15 mph on a paved level surface when powered solely by the electric motor.
- c. Stand-up electric scooters are to be ridden on 25 mph streets, or where available, in bike lanes and bike paths. Stand-up electric scooters are to stay to the right of street lanes and to offer the right of way to bicycles in bike lanes and on bike paths. Exhibit A to this Agreement shows specific streets, marked as "Red Zones", where Stand-up electric scooters shall not be ridden on. Company shall configure Stand-Up electric scooters such that they are not operable in such Red Zones. All exhibits referenced in this Agreement are attached hereto and incorporated herein by reference. The City reserves the right to amend Exhibit A.
- d. Stand-up electric scooters are not allowed in City Parks, Caltrain Stations and Santa Clara Valley Transportation Authority (VTA) Light Rail Stations. Company shall configure Stand-Up electric scooters such that they are not operable in these areas. However, if a bike path exists within a City Park, then Stand-up electric scooters may be ridden only on the bike path.
- e. Users of Stand-up electric scooters shall be 18 years old or older with a valid driver's license. Individuals under the age of 18 years or who do not have a valid driver's license shall not be given an account with Company to utilize Stand-up electric scooters in the City. Users of Stand-up electric scooters who violate these provisions may be fined by the Company.
- f. Company shall provide easily visible, unique Stand-up electric scooter identifier and contact information, including a toll-free phone number and/or e-mail address maintained by Company,

on each Stand-up electric scooter for members of the public to make relocation requests or to report other issues with devices.

- g. Hours of operation when the Company's Stand-up electric scooters will be made available to rent for residents are from 4 a.m. to 2 a.m. (Pacific Standard Time).
- h. All scooters will be collected at least every three (3) days and repositioned in an orderly manner at high use locations.
- i. Company shall provide 300 stand-up electric scooters at launch, with additional cap increases up to a maximum of 500 stand-up electric scooters to be granted upon receiving written permission by the City Manager.

5. Parking

- a. Company shall ensure that users guidelines state that Stand-up electric scooters shall be parked upright in the furniture zone of the sidewalk, defined as the section of the sidewalk between the curb and the through zone in which street furniture and other amenities are provided, beside a bicycle rack or in another area specifically designated for bicycle parking, or on the street next to an unmarked curb.
- b. Company shall ensure that users guidelines state that Stand-up electric scooters shall not be parked in such a manner as to block the pedestrian clear zone area of the sidewalk, any fire hydrant, call box or other emergency facility, bus bench, or utility pole or box.
- c. Company shall ensure that users guidelines state that users shall not park Stand-up electric scooters in such a manner as to impede or interfere with the reasonable use of any commercial window display or access to or from any building.
- d. Company shall ensure that users guidelines state that users shall not park Stand-up electric scooters in such a manner as to impede or interfere with the reasonable use of any bicycle rack or news rack.
- e. Company shall ensure that user guidelines state that users may park Stand-up electric scooters in on-street parking spaces in the following circumstances:
 - i. When marked parking spaces are officially designated stations for such devices in business districts;
 - ii. Where the furniture zone is less than three feet wide;
 - iii. Where there is no furniture zone;
 - iv. In neighborhoods with rolled curbs, or with inadequate sidewalk space; or
 - v. In marked parking spaces designated for motorcycles.

- f. Company shall ensure that users guidelines state that users may park Stand-up electric scooters on blocks without sidewalks only if the travel lane(s) and 6-foot pedestrian clear zone are not impeded.
- g. Company shall ensure that users guidelines state that users shall not park Stand-up electric scooters in the landscape/furniture zone directly adjacent to or within the following areas, such that access is impeded:
 - i. Transit zones, including bus stops, shelters, passenger waiting areas and bus layover and staging zones, except at existing bicycle racks;
 - ii. Loading zones;
 - iii. Disabled parking zones;
 - iv. Street furniture zones that require pedestrian access (e.g., benches, parking pay stations, bus shelters, transit information signs, etc.);
 - v. Curb ramps;
 - vi. Entryways; and
 - vii. Driveways.
- h. Users of Stand-up electric scooters who violate the guidelines stated in the above-referenced provisions may be fined by Company.
- i. Company may stage its Stand-up electric scooters in permitted parking areas as described in this Agreement. To the extent Company desires to stage Stand-up electric scooters in areas other than the public right-of-way, Company must first obtain the written right or approval to do so from the appropriate City department, property owner, or public agency.
- j. Company may deploy its Stand-up electric scooters at the Sunnyvale Public Library and Sunnyvale Community Center in designated scooter parking areas. The designated scooter parking areas are shown on a map attached hereto as **Exhibit B**.
- k. In the event that users of Company's Stand-up electric scooters are consistently violating the Parking requirements outlined in this Section 5, under the sole determination of the City Manager, the City Manager may terminate this Agreement in accordance with Section 11 below and Company shall immediately remove Stand-up electric scooters from the public right-of-way upon or before such termination date.

6. Operations

- a. Company will use best efforts to partner with a business or individual located within the City for fleet manager services associated with the Pilot. Prior to the Effective Date, Company shall

provide the contact information of the fleet manager to the City in writing. If there is a change in fleet manager, Company shall notify the City two (2) weeks prior to the change.

- b. Company shall maintain 24-hour customer service for users and citizens to report safety concerns, complaints, or to ask questions. Company shall maintain a multilingual website, call center, and/or mobile app customer interface that is available to users twenty-four hours a day, seven days a week. The aforementioned shall be compliant with the Americans with Disabilities Act.
- c. Company shall provide City with the contact information (phone and email) for the employee(s) or subcontractor(s) responsible for removing improperly parked or inoperable Stand-up electric scooters. Company is responsible for ensuring that said employee(s) or subcontractors be available during operating hours for the Stand-up electric scooters, such that City may contact the employee(s) and/or subcontractor directly to report issues with Stand-up scooters and request remediation.
- d. In the event a safety or maintenance issue is reported for a specific device, that Stand-up electric scooter shall be made unavailable to users and shall be removed within the timeframes provided herein. Any inoperable or unsafe device shall be repaired before it is put back into service.
- e. Company shall respond to reports of incorrectly parked Stand-up electric scooters, Stand-up electric scooters continuously parked in one location for more than 72 hours, Stand-up electric scooters that are left in a hazardous or improper locations, or unsafe/inoperable Stand-up electric scooters, by relocating, re-parking, or removing the Stand-up electric scooters, as appropriate, within two (2) hours of receiving notice that includes the unique Stand-up scooter identifier or location of the Stand-up electric scooter.
- f. In the event that Company fails to address a safety or maintenance issue within the aforementioned timeframe, the City may remedy the issue by moving or impounding the Stand-up electric scooter. The City shall impose a fee of one hundred sixty dollars (\$160.00) against the Company for each Stand-up electric scooter issue that the City has to address on Company's behalf ("City-Services Fee"). If the City receives a report that a Stand-up electric scooter poses an immediate threat to the health and/or safety of the public (in the sole determination of the City), the City may immediately remove or impound the Stand-up electric scooter and may impose the City-Services Fee, regardless of whether or not the two-hour response period has elapsed. If impoundment or removal of a particular Stand-up electric scooter requires extraordinary measures (e.g., a Stand-up electric scooter must be retrieved from a waterway), then the City may elect to charge Company for the actual, verifiable costs of such extraordinary removal or impoundment upon provision of documentation demonstrating the extraordinary costs. The Company shall remit all imposed fees and costs to the City within thirty (30) days of invoice.

- g. Impounded Stand-up electric scooter shall be picked-up within one (1) business day at the City's Corporation Yard located at 221 Commercial Street, Sunnyvale, California. If the Stand-up electric scooter Company fails to retrieve the impounded Stand-up electric scooter within the timeframe, the City will charge and additional fee of \$100/day for each scooter against the Company.
- h. Company shall ensure that its guidelines provide notice to all users that:
 - i. Stand-up electric scooters are to be ridden on 25 mph streets, or where available, in bike lanes and bike paths;
 - ii. Users are required to comply with all applicable vehicle code sections during operation of Stand-up electric scooters;
 - iii. Stand-up electric scooters are to stay to the right of street lanes and to offer the right of way to bicycles on bike lanes and bike paths;
 - iv. Helmets are encouraged for all users;
 - v. Parking must be done in the designated areas; and
 - vi. Riding responsibly is encouraged.
- i. Stand-up electric scooter users are required to take a photo and upload the photo to the mobile app whenever they park the scooter at the end of a ride.
- j. Company shall provide written guidelines to Stand-up electric scooter users on the City's existing rules and regulations, safe and courteous riding, and proper parking.
- k. In the event Company has consistently failed to comply with the Operations requirements outlined in this Section 6, including failure to pay fees due to the City, under the sole determination of the City Manager, the City Manager may terminate this Agreement and Company shall immediately remove Stand-up electric scooters from the public right-of-way upon or before such termination date.

7. Data Sharing

The City requires the Company to provide anonymized information on the entire fleet and ride activity data for all trips starting or ending within the jurisdiction of the City on any scooter of Company or of any person or company controlled by, controlling, or under common control with Company to ensure individual privacy provided that:

- a. Such data is provided via an application programming interface, subject to Company's license agreement for such interface;
- b. Is in compliance with a national data format specification, such as the Mobility Data Specification (MDS) format developed by the Los Angeles Department of Transportation;

- c. Company shall provide the following anonymized data to the City on a monthly basis:
 - i. Each trip record;
 - ii. Monthly summary trips;
 - iii. Dominant origins, destinations and routes within Sunnyvale;
 - iv. Point location in GPS coordinates;
 - v. Stand-up electric scooter identification number;
 - vi. Battery charge level;
 - vii. List of customer service request including a minimum time, date, type and geocoded location;
 - viii. Service response to the above requests including time till correction;
 - ix. Total users in the system by month;
 - x. Total number of trips by the hour, day, week, and month;
 - xi. Detailed, aggregate trip origin/destination information in GPS coordinates;
 - xii. Trip length; and
- d. Company shall keep a record of all the customer service inquiries, as well as a summary of all instances when an illegal parked scooter was reported, and Company's response time to pick up or to re-park the scooter. These records shall be sent to the City on a monthly basis; and
- e. The City is permitted to display or publish the data provided to the public.

8. Indemnification

- a. Company shall hold harmless, defend, and indemnify the City and its officers, agents, officials, employees, and volunteers against all claims, losses, damages and/or expenses including attorney fees, costs of litigation and judgement, directly or indirectly arising from or claiming to arise from any injury to any person(s), damage to any property, or any economic loss, arising out of, in whole or in part, (1) by any negligent act or omission of the Company; and/or (2) the Company's performance or non-performance of its duties under this contract/agreement; and/or (3) any defect in any services provided by the Company. This duty to defend, indemnify, and hold harmless shall include the Company's responsibility for any and all foregoing claims, even if such claims are groundless, false, and/or fraudulent and any and all equitable relief, damages, costs and attorney fees except those caused by the active negligence, sole negligence, or willful misconduct of the City or County.
- b. This obligation shall be continuing in nature and extend beyond the term of this contract/agreement. The doctrine of equitable tolling extends the time within which an action for breach of this provision may be filed.

- c. Company, the City and the County as used in this section, include the employees, agents, sub-contractors, and any other person who are directly employed by or otherwise legally responsible, respectively to each party.

9. Insurance

The City requires that Company shall maintain insurance requirements on the Pacific Insurance Network System (PINS). Company shall procure and maintain during the life of this Contract, policies of insurance as specified in Exhibit C attached and incorporated by reference, and shall provide all certificates and/or endorsements as specified in **Exhibit C**.

10. Public Nuisance Pursuant to the City of Sunnyvale Municipal Code

The Parties agree to incorporate Section 22660 of the California Vehicle Code and Chapter 9.24 of the Sunnyvale Municipal Code hereto. Furthermore, the Parties agree that Stand-up electric scooters that are abandoned or otherwise discarded on City streets, sidewalks, or other public rights-of-way or public areas constitute a nuisance which is subject to Chapter 9.24 of the Municipal Code.

11. Termination

In addition to the City Manager's authority to terminate this Agreement pursuant to Section 6 above, this Agreement may also be terminated pursuant to the following methods:

- a. Immediate Termination. This Agreement shall automatically terminate upon the bankruptcy or insolvency of either Party.
- b. Termination for Convenience. Either Party may terminate this Agreement upon one (1) month prior written notice to the other Party.

Upon termination pursuant to this Section, all scooters shall be removed from the public right-of-way upon or before the termination of this Agreement.

12. Assignment

- a. This Agreement may not be assigned or transferred to any other Party. The Parties acknowledge that Company may utilize independent business logistics providers to facilitate local operations. Company's use of these logistics providers does not constitute a transfer or assignment of this Agreement, and Company remains responsible for all obligations and requirements under this Agreement.
- b. This section shall not apply to the private sale or rental of Stand-up electric scooters, provided that such scooters are not placed in the public right-of-way for shared public use.

13. Notices

All notices or correspondence required or contemplated by this Agreement shall be sent to the respective parties at the following addresses:

Company: ALEX RUDOW, Bay Area General Manager
Bird Rides, Inc.
750 Tehama St., San Francisco, CA 94103
Phone: (443) 791-7722 Email: alex.rudow@bird.co

City: DENNIS NG, Transportation and Traffic Manager
City of Sunnyvale
456 W Olive Avenue, Sunnyvale, CA 94086
Phone: (408) 730-7591; Fax: (408) 328-0715; Email: dng@sunnyvale.ca.gov

Nothing contained herein shall be construed to prohibit the parties from communicating by the most expedient method available, whether by commercial courier, facsimile, or by electronic means. However, for purposes of providing official notification and/or documentation as required in this Agreement, the sending party assumes full responsibility and the burden of proof for the completed transmission if the documents or notification are sent by means other than certified, first-class mail through the United States Postal Service.

14. Non-Exclusive Right and No Promise of Future Entitlement

Company acknowledges and agrees that this Agreement does not grant it the exclusive right to operate its Stand-up electric scooter sharing system within the City. Nothing in this Agreement shall prevent the City from authorizing another company from operating a Stand-up electric scooter sharing system or similar system within the City. Additionally, nothing in this Agreement entitles or guarantees Company's future right to operate its Stand-up electric scooter sharing system or any other business within the City beyond the termination of this Agreement.

15. General Provisions

- a. Severability. If any provision contained in this Agreement, or any exhibits incorporated as a part hereof, is or becomes invalid, illegal, or unenforceable in whole or in part, such invalidity, illegality, or unenforceability shall not affect the enforceability of the remaining provisions and portions, and the invalid, illegal, or unenforceable provision shall be deemed modified so as to have the most similar result that is valid and enforceable under applicable law.
- b. Modifications. No modification of this Agreement shall be effective unless it is in writing and signed by an authorized representative of the Parties.

- c. No Agency. No agency, partnership, joint venture, employee-employer, or franchiser-franchisee relationship is intended or created by this Agreement.
- d. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of California, without regard to or application of California's conflict of law principles. Any action to enforce or interpret any provision of this Agreement shall be venued in the court of competent jurisdiction in Santa Clara County.
- e. No Waiver. The failure or delay of either party to exercise any right, power or privilege under this Agreement will not operate as a waiver thereof.
- f. Interpretation. Headings are for reference purposes only and do not limit the scope or extent of such section.
- g. Entire Agreement. This Agreement comprises the entire agreement between City and Company and supersedes all prior or contemporaneous agreements, written or oral, between the parties regarding the subject matter contained herein.

IN WITNESS THEREOF, the Parties have executed this Agreement as of the Effective Date.

City of Sunnyvale

Bird Rides, Inc.

KENT STEFFENS
City Manager

AUSTIN MARSHBURN
Director of City and University Partnerships

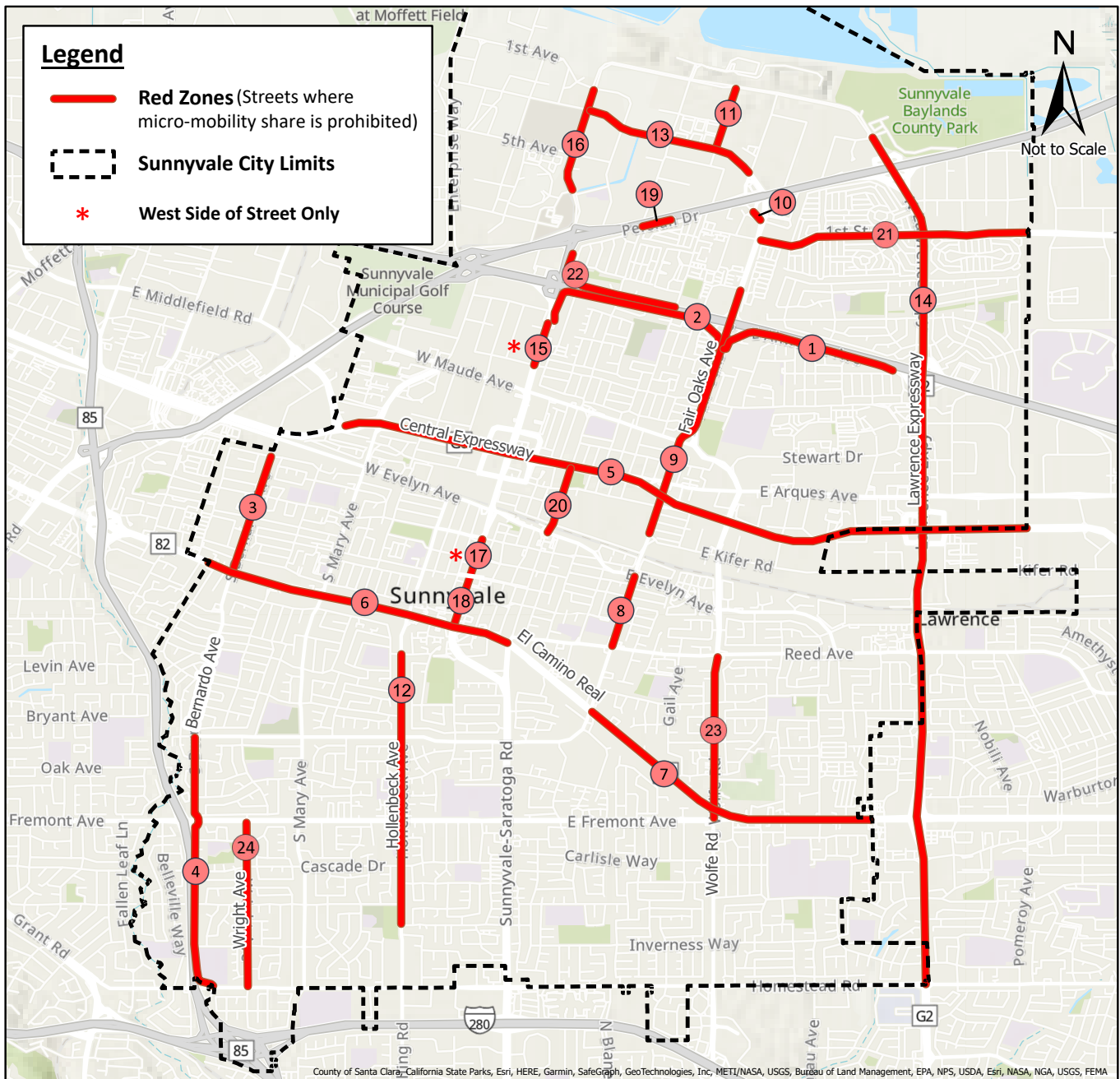
ATTEST:

DAVID CARNAHAN
City Clerk

APPROVED AS TO FORM:

JOHN NAGEL
City Attorney

Exhibit A: Micro-mobility Share Red Zones



Segments

- | | | |
|---|---|---|
| 1 Ahwanee Ave. - Fair Oaks Ave. to San Tomas Expy. | 9 Fair Oaks Ave. - Weddell Dr. to Kifer Rd. | * 17 Mathilda Ave. - Washington Ave. to Iowa Ave. |
| 2 Ahwanee Ave. - Mathilda Ave. to Fair Oaks Ave. | 10 Fair Oaks Wy. - Persian Dr. to Fair Oaks Ave. | 18 Mathilda Ave. - Iowa Ave. to El Camino Real |
| 3 Bernardo Ave. - Ayala Dr. to El Camino Real | 11 Geneva Dr. - Caribbean Dr. to Java Dr. | 19 Persian Dr. - Borregas Ave. to Midblock |
| 4 Bernardo Ave. - Remington Dr. to Homestead Rd. | 12 Hollenbeck Ave. - Danforth Dr. to Alberta Ave. | 20 Sunnyvale Ave. - Central Expy. to Evelyn Ave. |
| 5 Central Expy. - Middlefield Rd. to City Limits | 13 Java Dr. - Mathilda Ave. to Crossman Ave. | 21 Tasman Dr. - Fair Oaks Ave. to Reamwood Ave. |
| 6 El Camino Real - City Limits to Sunnyvale Ave. | 14 Lawrence Expy. - Bay Trail to Homestead Rd. | 22 Weddell Dr. - Ross Dr. to Morse Ave. |
| 7 El Camino Real - Fair Oaks Ave. to City Limits | * 15 Mathilda Ave. - Ahwanee Ave. to Del Rey Ave. | 23 Wolfe Rd. - Reed Ave. to Fremont Ave. |
| 8 Fair Oaks Ave. - Evelyn Ave. to Old San Francisco Rd. | 16 Mathilda Ave. - Bordeaux Dr. to Innovation Wy. | 24 Wright Ave. - Fremont Ave. to Homestead Rd. |

**Exhibit B: Micro-mobility Share Parking Locations at
Sunnyvale Public Library and Sunnyvale Community Center**

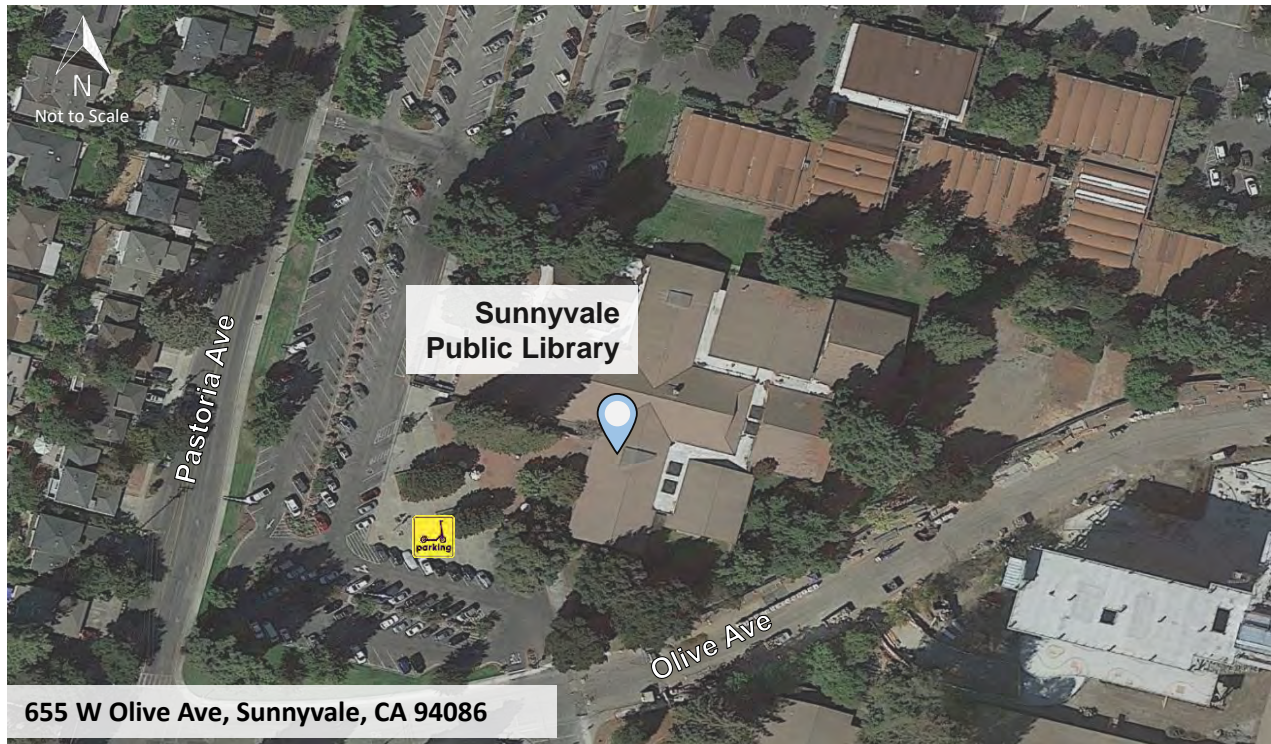


EXHIBIT C
INSURANCE REQUIREMENTS

Company 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 by the Company, their agents, representatives, or employees.

Minimum Scope and Limits of Insurance. Company shall maintain limits not less than:

1. **Commercial General Liability:** coverage written on an occurrence basis with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage. ISO Occurrence Form CG 0001 or equivalent is required.
2. **Automobile Liability:** coverage with a combined single limit of not less than \$1,000,000 per occurrence applying to all owned, non-owned, or hired vehicles used in conjunction with this contract for bodily injury and property damage. ISO Form CA 0001 or equivalent is required.
3. **Workers' Compensation:** Statutory Limits and **Employer's Liability:** \$1,000,000 per accident for bodily injury or disease.

Industry Specific Coverages. If checked below, the following insurance is also required:

- ☐ Liquor Liability coverage written on an occurrence basis with limits not less than \$1,000,000 per occurrence.
- ☐ Professional Liability / Errors and Omissions Liability coverage with limits not less than \$1,000,000 per occurrence or claim.
- ☐ Valuable Papers and Electronic Data Processing with limits not less than \$10,000 each.
- ☒ **Cyber Liability coverage** with limits not less than of \$1,000,000 per occurrence or claim.
- ☐ If working directly with minors, the Certificate of Insurance must include coverage for molestation and sexual abuse with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. In the event that Abuse & Molestation Liability coverage is provided via a Claims Made Policy, the coverage shall include a minimum of a five-year extended reporting clause.
- ☐ Pollution Liability Insurance with limits not less than \$1,000,000 per occurrence.
- ☐ MCS-90 Endorsement to Business Automobile insurance for transportation of hazardous materials and pollutants.
- ☐ Builder's Risk / Course of Construction: coverage written on an "all risk" basis with limits equal to the completed value of the project and no coinsurance penalty provisions. The City of Sunnyvale must

be Loss Payee on the policy with respect to any repairs or replacement of any damaged property or other amounts payable under the policy.

Deductibles, Self-Insured Retentions and Other Coverages:

Any deductibles or self-insured retentions must be declared and approved by the City of Sunnyvale, Risk Manager. The Company shall guarantee payment of any losses and related investigations, claim administration and defense expenses within the deductible or self-insured retention.

The aforementioned insurance requirements can be met through any combination of self-insured, primary and excess/umbrella policies that fulfill the stipulated coverage as cited above.

Other Insurance Provisions:

1. During the term of the contract, the City of Sunnyvale, its officials, employees, agents and volunteers are to be covered as an additional insured in the Company's commercial general liability policy (and if applicable, liquor liability, valuable papers and electronic data processing, cyber liability, pollution liability, sexual abuse and molestation, crime coverage, property coverage and builder's risk policies) with respects to liability arising out of activities performed by or on behalf of the Company; products and completed operations of the Company; premises owned, occupied or used by the Company. The coverage shall contain no special limitations on the scope of protection afforded to the City of Sunnyvale, its officers, employees, agents or volunteers.
2. During the term of the contract, the Contractor's Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Sunnyvale.
3. For any claims related to this project, the Company's insurance shall be primary. Any insurance or self-insurance maintained by the City of Sunnyvale, its officers, officials, employees, agents and volunteers shall be excess of the Company's insurance and shall not contribute with it.
4. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Sunnyvale, its officers, officials, employees, agents or volunteers.
5. The Company'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.
6. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled 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 of Sunnyvale.
7. 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 Company's policy limits of coverage. Therefore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.

Acceptability of Insurers:

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, and who are admitted and authorized to do business and in good standing in California unless otherwise acceptable to the City of Sunnyvale's Risk Manager.

Verification of Coverage:

Company shall furnish the City of Sunnyvale with original a Certificate of Insurance effecting the coverage required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the City of Sunnyvale, Risk Manager prior to commencement of work.

The Company shall provide certificate(s) evidencing renewals of all insurance required herein prior to the expiration date of any such insurance. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

For all insurance policy renewals during the term of this Contract, Company shall submit insurance certificates reflecting the policy renewals through PINS.

Subcontractors

Company shall require all subcontractors to procure and maintain insurance policies subject to these requirements. Failure of Company to verify existence of sub-contractor's insurance shall not relieve Company from any claim arising from sub-contractors work on behalf of Company.