

**SERVICES AGREEMENT**  
**BETWEEN CITY OF SUNNYVALE AND OTIS ~~WORLDWIDE CORPORATION~~**  
**FOR DPS HEADQUARTERS ELEVATOR MODERNIZATION AND REPAIRS**

THIS AGREEMENT, dated \_\_\_\_\_, is by and between the CITY OF SUNNYVALE, a California chartered municipal corporation ("CITY"), and OTIS ELEVATOR COMPANY, a Connecticut corporation ("CONTRACTOR").

WHEREAS, CITY is in need of modernization and repairs to the elevator in the Department of Public Safety ("DPS") Headquarters; and

WHEREAS, CONTRACTOR represents that it, and its sub-contractors, if any, possess the professional qualifications and expertise to provide the required services and are licensed by the State of California in the required disciplines;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

1. Services by CONTRACTOR

CONTRACTOR shall provide services in accordance with Exhibit "A" entitled "Scope of Work" and Exhibit "B". To accomplish that end, CONTRACTOR agrees to assign Michal Randolph to this project, to act in the capacity of Project Manager and personally direct the services to be provided by CONTRACTOR.

All exhibits referenced in this Agreement are attached hereto and are incorporated herein by reference. Except as specified in this Agreement, CONTRACTOR shall furnish all technical services, including labor, material, equipment, transportation, supervision and expertise to perform all operations necessary and required to satisfactorily complete the services required in this Agreement.

2. Contract Term

The term of this Agreement shall be from the date of execution through completion, unless otherwise terminated in accordance with Section 17 below.

3. Payment of Fees and Expenses

Total compensation shall not exceed Four Hundred Fifty-Four Thousand One Hundred Fifty and No/100 Dollars (\$454,150.00), unless upon written modification to this Agreement signed by both parties. CONTRACTOR shall submit progress payment invoices to CITY no more frequently than monthly to be paid in accordance with the procedures set forth in Exhibit "B".

All invoices, including detailed backup, shall be sent to City of Sunnyvale, attention Accounts Payable, P.O. Box 3707, Sunnyvale, CA 94088-3707 or [accountspayable@sunnyvale.ca.gov](mailto:accountspayable@sunnyvale.ca.gov). Payment shall be made within thirty (30) days upon receipt of an accurate, itemized invoice by CITY's Accounts Payable Unit.

4. No Assignment of Agreement

CONTRACTOR shall bind themselves, their partners, successors, assigns, executors, and administrators to all covenants of this Agreement. Except as otherwise set forth in this Agreement, no interest in this Agreement or any of the work provided for under this Agreement shall be assigned or transferred, either voluntarily or by operation of law, without the prior written approval of CITY.

However, claims for money due to or to become due to CONTRACTOR from CITY under this Agreement may be assigned to a bank, trust company or other financial institutions, or to a trustee in bankruptcy, provided that written notice of any such assignment or transfer shall be first furnished to CITY. In case of the death of one or more members of CONTRACTOR's firm, the surviving member or members shall complete the services covered by this Agreement. Any such assignment shall not relieve CONTRACTOR from any liability under the terms of this Agreement.

5. Independent Contractor

CONTRACTOR is not an agent or employee of CITY but is an independent contractor with full rights to manage its employees subject to the requirements of the law. All persons employed by CONTRACTOR in connection with this Agreement will be employees of CONTRACTOR and not employees of CITY in any respect. CONTRACTOR is responsible for obtaining statutory Workers' Compensation coverage for its employees.

6. Standard of Workmanship

CONTRACTOR represents and maintains that it is skilled in the professional calling necessary to perform the services and its duties and obligations, expressed and implied, contained herein, and CITY expressly relies upon CONTRACTOR's representations regarding its skills and knowledge. CONTRACTOR shall perform such services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California.

7. Responsibility of CONTRACTOR

CONTRACTOR shall be responsible for the professional quality, technical accuracy and the coordination of the services furnished by it under this Agreement. Neither CITY's review, acceptance nor payment for any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and CONTRACTOR shall be and remain liable to CITY in accordance with applicable law for all damages to CITY caused by CONTRACTOR's negligent performance of any of the services furnished under this Agreement.

8. Right of CITY to Inspect Records of CONTRACTOR

CITY, through its authorized employees, representatives, or agents, shall have the right, at any and all reasonable times, to audit the books and records including, but not limited to, invoices, vouchers, canceled checks, time cards of CONTRACTOR for the purpose of verifying any and all charges made by CONTRACTOR in connection with this Agreement. CONTRACTOR shall maintain for a minimum period of three (3) years from the date of final payment to CONTRACTOR or for any longer period required by law, sufficient books and records in accordance with generally accepted accounting practices to establish the correctness of all charges submitted to CITY by CONTRACTOR. Any expenses not so recorded shall be disallowed by CITY. CONTRACTOR does not agree to any inspection, audit, or copy of any of Contractor's confidential, proprietary, or trade secret information, data, or documents including, without limitation, financials.

9. No Pledging of CITY's Credit

Under no circumstances shall CONTRACTOR have the authority or power to pledge the credit of CITY or incur any obligation in the name of CITY.

10. Ownership of Material

All material, including information developed on computer(s), which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports and other material developed, collected, prepared or caused to be prepared, under this Agreement shall be the property of CITY, but CONTRACTOR may retain and use copies thereof.

CITY shall not be limited, in any way, in its use of said material, at any time, for work associated with Project. However, CONTRACTOR shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to the release of this material to third parties for work other than on Project.

11. Indemnity

To the fullest extent permitted by law, CONTRACTOR shall hold harmless, defend at its own expense, and indemnify the City and its officers, officials, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from ~~all~~ negligent acts, willful misconduct or omissions of CONTRACTOR or its officers, agents, or employees in rendering services under this Agreement; excluding, however, such liability, claims, losses, damages, or expenses arising from the City's ~~sole~~ negligence or willful acts. The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this agreement. CONTRACTOR's responsibility for such defense and indemnity obligations shall survive the termination or completion of this agreement.

12. Insurance Requirements

The City requires that CONTRACTOR maintain insurance requirements on the electronic insurance verification system. CONTRACTOR shall procure and maintain, at its own expense, during the life of this Agreement, ~~policies of~~ insurance as specified in Exhibit "C" attached and incorporated herein by reference and shall provide all certificates and endorsements as specified in Exhibit "C" for approval by the CITY Risk Manager or authorized designee prior to CONTRACTOR (or subcontractor) commencing any work under this Agreement.

13. Wage Rates

Pursuant to Sections 1770, 1771, 1774-1776, 1777.5, 1813, and 1815 of the California Labor Code, or as amended hereafter, the successful bidder shall pay not less than the prevailing rate of per diem wages as determined by the Director of the State of California Department of Industrial Relations. Copies of such prevailing wage rates are available for review at the office of CITY's Director of Public Works, 456 West Olive Avenue, Sunnyvale, California 94086. Wage rates can also be obtained through the California Department of Industrial Relations website at: <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>

Bidders shall promptly notify the person identified on the cover page of this bid invitation, in writing, about all labor classifications not listed in the prevailing wage determinations but necessary for the performance of the work described in the bid documents.

The successful bidder/contractor, and each subcontractor shall keep accurate payroll records, and comply in all respects with Labor Code Section 1776, including the timely response to written notices requiring copies of such records, as provided for in such section. In the event the

~~contractor~~CONTRACTOR or subcontractor fails to comply within the ten day period, that ~~contractor~~CONTRACTOR or subcontractor shall forfeit one hundred dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated, as provided by Labor Code section 1776(h).

Neither the notice inviting bids nor this Agreement shall constitute a representation of fact as to the prevailing wage rates upon which the CONTRACTOR or any subcontractor may base any claim against CITY.

It shall be mandatory upon CONTRACTOR and upon any subcontractor to pay not less than the specified rates to all laborers, workers, and mechanics employed in the execution of the Contract. It is further expressly stipulated that CONTRACTOR shall, as a penalty to CITY, forfeit two hundred dollars (\$200.00) for each calendar day, or portion thereof, for each laborer, worker, or mechanic paid less than the stipulated prevailing rates for any work done under this Contract by CONTRACTOR or by any subcontractor; and CONTRACTOR agrees to comply with all provisions of Section 1775 of the Labor Code.

In case it becomes necessary for CONTRACTOR or any subcontractor to employ on the project under this Agreement any person in a trade or occupation (except executives, supervisory, administrative, clerical, or other non-manual workers as such) for which no minimum wage rate is herein specified, CONTRACTOR shall immediately notify CITY who will promptly thereafter determine the prevailing rate for such additional trade or occupation and shall furnish CONTRACTOR with the minimum rate based thereon. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

14. Conflict of Interest

CONTRACTOR shall avoid all conflicts of interest, or appearance of conflict, in performing the services and agrees to immediately notify CITY of any facts that may give rise to a conflict of interest. CONTRACTOR is aware of the prohibition that no officer of CITY shall have any interest, direct or indirect, in this Agreement or in the proceeds thereof. During the term of this Agreement CONTRACTOR shall not accept employment or an obligation which is inconsistent or incompatible with CONTRACTOR'S obligations under this Agreement.

15. Governing Law, Jurisdiction and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to conflict of law or choice of law principles. Proper venue for legal actions will be exclusively vested in a state court in the County of Santa Clara. The parties agree that subject matter and personal jurisdiction are proper in state court in the County of Santa Clara, and waive all venue objections.

16. Records, Reports and Documentation

CONTRACTOR shall maintain complete and accurate records of its operation, including any and all additional records required by CITY in writing. CONTRACTOR shall submit to CITY any and all reports concerning its performance under this Agreement that may be requested by CITY in writing. CONTRACTOR agrees to assist CITY in meeting CITY's reporting requirements to the state and other agencies with respect to CONTRACTOR's work hereunder. All records, reports and documentation relating to the work performed under this Agreement shall be made available to City during the term of this Agreement.

17. Termination of Agreement

A. If CONTRACTOR defaults in the performance of this Agreement, or materially breaches any of its provisions, CITY at its option may terminate this Agreement by giving written notice to CONTRACTOR. In the event of such termination, CONTRACTOR shall be compensated in proportion to the percentage of satisfactory services performed or materials furnished (in relation to the total which would have been performed or furnished) through the date of receipt of notification from CITY to terminate. CONTRACTOR shall present CITY with any work product completed at that point in time.

B. Without limitation to such rights or remedies as CITY shall otherwise have by law, CITY also shall have the right to terminate this Agreement for any reason upon ten (10) days' written notice to CONTRACTOR. In the event of such termination, CONTRACTOR shall be compensated in proportion to the percentage of services performed or materials furnished (in relation to the total which would have been performed or furnished) through the date of receipt of notification from CITY to terminate. CONTRACTOR shall present CITY with any work product completed at that point in time.

C. If CITY fails to pay CONTRACTOR, CONTRACTOR at its option may terminate this Agreement if the failure is not remedied by CITY within 30 days after written notification of failure to pay.

18. Subcontracting

None of the services covered by this Agreement shall be subcontracted without the prior written consent of CITY. Such consent may be issued with notice to proceed if subcontract CONTRACTORS are listed in the project work plan.

19. Compliance with Laws

A. CONTRACTOR shall not discriminate against, or engage in the harassment of, any City employee or volunteer or any employee of CONTRACTOR or applicant for employment because of an individual's race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or veteran or military status, or any protected characteristic in violation of federal or state law. This prohibition shall apply to all of CONTRACTOR's employment practices and to all of CONTRACTOR's activities as a provider of services to the City.

B. CONTRACTOR shall comply with all federal, state and city laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the Agreement.

20. Changes

CITY or CONTRACTOR may, from time to time, request changes in the terms and conditions of this Agreement. Such changes, which are mutually agreed upon by CITY and CONTRACTOR, shall be incorporated in amendments to this Agreement in accordance with Section 24 below.

21. Other Agreements

This Agreement shall not prevent either Party from entering into similar agreements with others.

22. Severability Clause

In case any one or more of the provisions contained herein shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions which shall remain in full force and effect.

23. Captions

The captions of the various sections, paragraphs and subparagraphs, of the contract are for convenience only and shall not be considered nor referred to for resolving questions of interpretation.

24. Entire Agreement; Amendment

This writing constitutes the entire agreement between the parties relating to the services to be performed or materials to be furnished hereunder. No modification of this Agreement shall be effective unless and until such modification is evidenced by writing as an amendment to this Agreement signed by all parties. If the amendment is signed electronically, the digital signatures must comply with the requirements of California Government Code Section 16.5.

25. Miscellaneous

Time shall be of the essence in this Agreement. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision.

Neither party shall be liable for any loss, damage or delay nor be found to be in default or breach due to any cause beyond it's reasonable control including, but not limited to, acts of God or nature; fire; explosion; theft; floods; water; weather; traffic conditions; transportation, material or labor disruptions; epidemic, pandemic, quarantine or other local, state, or federal government action in response thereto; sabotage; cyber-security; national emergency; act of terrorism; earthquake; riot; civil commotion; war; vandalism; national or local labor strikes, lockouts, other labor disputes; misuse, abuse, neglect, mischief, or work by others (collectively "Causes Beyond Reasonable Control"). CONTRACTOR shall be allowed a reasonable amount of additional time for the performance of the Work due to Causes Beyond Contractor's Reasonable Control. Contractor's ability to maintain scheduled job progress is further conditioned upon the timely furnishing to CONTRACTOR by City of completed and code compliant hoistway(s) (wellways) and machine rooms, necessary approvals and power of proper characteristics for Contractor's uninterrupted use.

---

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF SUNNYVALE ("CITY")  
("CONTRACTOR")

OTIS ~~WORLDWIDE CORPORATION~~

By \_\_\_\_\_  
City Manager

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Name and Title

By \_\_\_\_\_  
City Clerk

By \_\_\_\_\_

APPROVE AS TO FORM:

\_\_\_\_\_  
Name and Title

By \_\_\_\_\_  
City Attorney

\_\_\_\_\_

## EXHIBIT A SCOPE OF WORK

### Phase 1 – Cylinder Replacement

This phase will address the elevator's critical repair needs to ensure safe operation and compliance with ASME A17.1. Scope of work shall include:

- Remove the existing hydraulic cylinder, plunger, and liner assembly.
- Drill and prepare the existing well hole for installation of a new PVC-encased hydraulic cylinder.
- Furnish and install a new double-bottom hydraulic cylinder with sealed PVC protection, designed to prevent corrosion and contain oil leakage.
- Install a new cylinder head with drip ring, internal guide ring, and self-adjusting packing.
- Furnish and install a new polished steel plunger with welded stop ring.
- Replace packing, buffer springs, shut-off valves (pit and machine room), and rupture valve.
- Perform full-load safety testing and assist the California Department of Industrial Relations elevator inspector during final inspection.
- Provide protection of adjacent finishes and coordinate with building staff for temporary access restrictions.
- Remove and properly dispose of spoils, debris, and non-contaminated materials generated during drilling operations.

All work shall be performed Monday through Friday between the hours of 7:00 a.m. and 5:00 p.m.

### Phase 2 – Modernization and Cab Interior Remodel

Following successful completion of Phase 1 - Cylinder Replacement, Phase 2 - Modernization and Cab Interior Remodel will modernize elevator systems for improved performance, safety, and reliability. All work in Phase 2 shall be performed Monday through Friday between the hours of 7:00 a.m. and 5:00 p.m. Scope of work shall include:

- A. Machine Room Equipment
  - Replace existing controller with a microprocessor-based HydroFit MOD control system and solid-state soft starter.
  - Replace pump motor and power unit with new submersible hydraulic power unit, incorporating an integral 4-coil control valve.
  - Install an AUT-O-SAFE® emergency return unit (ERU) to automatically return the elevator to the main landing during power loss.
- B. Door Equipment
  - Install new closed-loop door operator for consistent door performance.
  - Add solid-state infrared passenger protection sensors on car doors.
  - Retain and inspect existing interlocks, door tracks, hangers, and restrictors.
- C. Hoistway and Car Equipment
  - Provide new hoistway operating devices, terminal stopping devices, and pit switch.
  - Retain car guides and spring buffers.
  - Install new car operating panel with LED-illuminated buttons, emergency lighting, and communication system.
  - Install new hall call buttons and position indicators at all landings.
- D. Cab Interior Remodel
  - Remove existing cab finishes and furnish a new interior including:

- Stainless steel ceiling and base reveals.
- Vertical plastic laminate wall panels (standard finish).
- Replacement ADA-compliant stainless handrail.
- Retain existing flooring unless otherwise directed.

DI. Work by Others

- Provide electrical power, lighting, smoke/heat detection interfaces, and code-compliant disconnects.
- Maintain dry and secure storage near the elevator shaft.
- Provide disposal of removed elevator components and fluids per environmental regulations.

DII. Testing and Turnover

- Perform all required safety and code inspections.
- Provide documentation and coordination with the State elevator inspector.
- Turn over elevator for public use upon final acceptance.

**EXHIBIT B  
COMPENSATION AND DESCRIPTION OF WORK**

Otis Service and Repair Order PDF to be added in final PDF as the word conversion of the document alters the formatting of the main document.

## EXHIBIT C 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 by the Contractor, their agents, representatives, or employees.

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

1. **Commercial General Liability:** coverage written on an occurrence basis with limits ~~not less than \$2 of \$1,000,000~~ per occurrence and ~~\$42,000,000~~ aggregate for bodily injury, personal and advertising injury and property damage. ISO Occurrence Form shall be ~~at least~~ as broad as CG 0001.
2. **Automobile Liability:** coverage with a combined single limit of ~~not less than \$2\$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 shall be ~~at least~~ as broad as CA 0001.
3. **Workers' Compensation:** Statutory Limits and **Employer's Liability:** \$1,000,000 per accident, \$1,000,000 each employee for bodily injury ~~or by disease, and \$1,000,000 policy limit-bodily injury by~~ disease.

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

- ~~Professional Liability / Errors and Omissions Liability coverage with limits not less than \$2,000,000 per claim.~~
- ~~Valuable Papers and Electronic Data Processing with limits not less than \$10,000 each.~~
- ~~Pollution Liability coverage with limits not less than \$2,000,000 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.~~
- ~~Installation Floater coverage written on an "all risk" basis with limits equal to the completed value of the project and no coinsurance penalty provisions.~~

Deductibles, Self-Insured Retentions and Other Coverages:

~~Any Contractor shall be solely responsible for its deductibles or and self-insured retentions must be declared and reviewed by the City of Sunnyvale, Risk Manager.~~ The Contractor shall guarantee payment of any losses and related investigations, claim administration and defense expenses within the deductible or self-insured retention. ~~Policies containing any self-insured retention provision shall provide, or be endorsed to provide, that the SIR may be satisfied by either the Named Insured or the City.~~

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 officers, officials, employees, agents, and volunteers are to be covered as an additional insured in the Contractor's commercial general liability policy ~~(and if industry specific coverage box is indicated above, valuable papers, electronic data processing, pollution liability, builder's risk, and installation floater policies)~~ with respect to liability arising out of activities performed by ~~or on behalf of~~ the Contractor or by Contractor employees; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor. ~~The coverage shall contain no special limitations on the scope of protection afforded to the City of Sunnyvale, its officers, officials, employees, agents, or volunteers.~~

Additional Insured Endorsement for ongoing operations at least shall be as broad as ISO CG 20 10 Scheduled, or automatic CG 20 38 and completed operations shall be ~~at least~~ as broad as ISO CG 20 37 scheduled or automatic ISO CG 20 40.

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 all Architects, Engineers and Design Professionals - If Industry Specific Coverage box is checked above **and** if the Contractor's Professional Liability/Errors and Omissions coverage is written on a claims made basis:
  - ~~a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.~~
  - b.a. \_\_\_\_\_ Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work.
  - ~~b.~~ b. \_\_\_\_\_ 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 three~~ (3) years after completion of contract work
- ~~4. If Industry Specific Coverage box is checked above, during the term of the contract, the Contractor's Builder's Risk / Course of Construction policy shall provide coverage for any building, structures, machinery or equipment that is damaged, impaired, broken or destroyed during the performance of the Work, including during transit, installation and testing. The policy shall name the City of Sunnyvale as a Loss Payee with respect to any repairs or replacement of any damaged property or other amounts payable under the policy.~~
- ~~5. If Industry Specific Coverage box is checked above, during the term of the contract, the property installation floater shall insure project material and equipment intended to become a part of the installation against risks of direct physical loss while in transit, in temporary storage, and while at the installation site. The coverage shall be in the amount of the value of the completed project.~~
- 6.4. \_\_\_\_\_ For any claims related to this project, the Contractor's commercial general liability 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 Contractor's insurance and shall not contribute with it and shall be at least as broad as ISO CG 20 01 04 13.
- ~~7.5.~~ 7.5. \_\_\_\_\_ 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.
- ~~8.6.~~ 8.6. \_\_\_\_\_ The Contractor's commercial general liability 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.

9.7. 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 cancelled~~ except after thirty (30) days' prior written notice by email to riskmanagement@sunnyvale.ca.gov, has been given to the City.

~~10. Any umbrella or excess Insurance Liability policies shall be true "following form" of the underlying policy coverage, terms, conditions, and provisions and shall meet all of the insurance requirements stated in this document, including the additional insured, SIR, and primary and non-contributory insurance requirements for the benefit of City (if agreed to in a written contract or agreement) until all coverage carried by or available to the Contractor's primary and excess liability policies are exhausted and before the City's own Insurance or self insurance shall be called upon to contribute to a loss.~~

~~11. 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. 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 and also available to the Additional Insured, whichever is greater.~~

8. The requirements for coverage and limits shall be the coverage and limits specified in this agreement.

Acceptability of Insurers:

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than ~~Superior or Excellent, A-VIII~~ 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:

City utilizes an electronic insurance verification system to track and verify all insurance related documents. City no longer accepts insurance documents by mail and will only accept electronic insurance documents. City will email the Contractor requesting proof of insurance for this Agreement through an electronic insurance verification system, which includes instructions on how to upload insurance documents electronically. Contractor shall furnish the City with an electronic 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 and name City of Sunnyvale, Attn: Risk Management, 456 W. Olive Ave, Sunnyvale, CA 94088 as the certificate holder. All certificates are to be received and approved by the City, Risk Manager prior to commencement of work.

The Contractor shall provide certificate(s) evidencing renewals of all insurance required herein ~~prior to~~ at the ~~expiration date~~ time of ~~any such insurance renewal~~. Contractor shall submit insurance certificates, reflecting the policy renewals through the City's electronic insurance verification system. ~~City reserves the right to require complete, certified copies of all required insurance policies, at any time.~~

Subcontractors:

Contractor shall require and verify that all subcontractors or other parties hired for this Work, purchase and maintain coverage for indemnity and insurance requirements as least as broad as specified in Subcontractors Minimum scope, Limits and Provisions of Insurance herein, to the extent they apply to the scope of the subcontractor's work with the same Certificate of Insurance

requirements and naming as additional insureds all parties to this Contract. Failure of Contractor to verify existence of subcontractor's insurance shall not relieve Contractor from any claim arising from subcontractors work on behalf of Contractor.

Contractor shall include the following language in their agreement with Subcontractors: "Subcontractors hired by Contractor agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under the Agreement Documents and provide a valid certificate of insurance and the required endorsements included in the Agreement as proof of compliance prior to commencement of any work and to include this same requirement for any subcontractors they hire for this work. A copy of the Insurance provisions will be furnished to the Subcontractor upon request." Contractor shall provide proof of such Compliance and verification to the City upon request.