

ATTACHMENT 1

DRAFT CONSULTANT SERVICES AGREEMENT BETWEEN THE CITY OF SUNNYVALE AND EOA, INC. FOR TECHNICAL ASSISTANCE FOR NPDES PERMIT IMPLEMENTATION AND WPCP OPERATIONS AND SUPPORT

THIS AGREEMENT, dated _____, is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and EOA, Inc. a California corporation ("CONSULTANT").

WHEREAS, CITY is in need of technical assistance for NPDES permit implementation and WPCP operations and support; and,

WHEREAS, CONSULTANT possesses the skill and expertise to provide the required services;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

1. Services by CONSULTANT

CONSULTANT shall provide services in accordance with Exhibit "A" attached and incorporated by reference. CONSULTANT shall determine the method, details and means of performing the services.

2. Time for Performance

The term of this Agreement shall be a five (5) year period, commencing on March 16, 2017 through March 15, 2022, unless otherwise terminated. CONSULTANT shall deliver the agreed upon services to CITY as specified in Exhibit "A". Extensions of time may be granted by the City Manager upon a showing of good cause.

3. Duties of CITY

CITY shall supply any documents or information available to City required by CONSULTANT for performance of its duties. Any materials provided shall be returned to CITY upon completion of the work.

4. Compensation

CITY agrees to pay CONSULTANT at the annual amounts and rates shown in Exhibit "B" (Cost Proposal). Total compensation shall not exceed One Million Six Hundred Thousand and No/100 Dollars (\$1,600,000.00). CONSULTANT shall submit invoices to CITY to be paid in accord with the procedures set forth in Exhibit "B" attached and incorporated by reference.

5. Ownership of Documents

CITY shall have full and complete access to CONSULTANT's working papers, drawings and other documents during progress of the work. All documents of any description prepared by CONSULTANT shall become the property of the CITY at the completion of the project and upon payment in full to the CONSULTANT. CONSULTANT may retain a copy of all materials produced pursuant to this Agreement.

6. Conflict of Interest

No officer or employee of CITY shall have any interest, direct or indirect, in this Agreement or in the proceeds thereof. During the term of this Agreement CONSULTANT shall not accept employment or an obligation which is inconsistent or incompatible with CONSULTANT's obligations under this Agreement.

Pursuant to CITY's Standard Conflict of Interest Code, Council Policy 7.3.7, CITY has determined that any individual performing services under this Agreement is required to file a Statement of Economic Interest (Form 700), Disclosure Category 1. See www.fppc.ca.gov for Form 700.

7. Confidential Information

CONSULTANT shall maintain in confidence and at no time use, except to the extent required to perform its obligations hereunder, any and all proprietary or confidential information of CITY of which CONSULTANT may become aware in the performance of its services.

8. Compliance with Laws

- (a) CONSULTANT shall not discriminate against, or engage in the harassment of, any City employee or volunteer or any employee of CONSULTANT or applicant for employment because of an individual's race, religion, color, sex, gender identity, sexual orientation (including heterosexuality, homosexuality and bisexuality), ethnic or national origin, ancestry, citizenship status, uniformed service member status, marital status, family relationship, pregnancy, age, cancer or HIV/AIDS-related medical condition, genetic characteristics, and physical or mental disability (whether perceived or actual). This prohibition shall apply to all of CONSULTANT's employment practices and to all of CONSULTANT's activities as a provider of services to the City.
- (b) CONSULTANT 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.

9. Independent Contractor

CONSULTANT is acting as an independent contractor in furnishing the services or materials and performing the work required by this Agreement and is not an agent, servant or employee of CITY. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between CITY and CONSULTANT. CONSULTANT is responsible for paying all required state and federal taxes.

10. Indemnity

CONSULTANT shall indemnify and hold harmless CITY and its officers, officials, employees and volunteers against any and all suits, claims, damages, liabilities, costs and expenses, including

attorney fees, arising out of the performance of the work described herein, caused by or related to the negligence, recklessness, or willful misconduct of CONSULTANT, its employees, subcontractors, or agents in the performance (or non-performance) of services under this Agreement.

11. Insurance

CONSULTANT shall take out and maintain during the life of this Agreement policies of insurance as specified in Exhibit "C" attached and incorporated by reference, and shall provide all certificates or endorsements as specified in Exhibit "C."

12. CITY Representative

Melody Tovar, Regulatory Programs Division Manager, as the City Manager's authorized representative, shall represent CITY in all matters pertaining to the services to be rendered under this Agreement. All requirements of CITY pertaining to the services and materials to be rendered under this Agreement shall be coordinated through the CITY representative.

13. CONSULTANT Representative

Ray Goebel, Manager of Operations, shall represent CONSULTANT in all matters pertaining to the services and materials to be rendered under this Agreement; all requirements of CONSULTANT pertaining to the services or materials to be rendered under this Agreement shall be coordinated through the CONSULTANT representative.

14. Notices

All notices required by this Agreement, other than invoices for payment which shall be sent directly to Accounts Payable, shall be in writing, and sent by first class with postage prepaid, or sent by commercial courier, addressed as follows:

To CITY: Melody Tovar, Regulatory Programs Division Manager
Environmental Services Department
CITY OF SUNNYVALE
P. O. Box 3707
Sunnyvale, CA 94088-3707

To CONSULTANT: Ray Goebel, Manager of Operations
EOA, Inc.
1410 Jackson Street
Oakland, CA 94612

Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by email or fax, to accomplish timely communication. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of three business days after mailing.

15. Assignment

Neither party shall assign or sublet any portion of this Agreement without the prior written consent of the other party.

16. Termination

- A. If CONSULTANT 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 CONSULTANT. In the event of such termination, CONSULTANT 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. CONSULTANT 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 CONSULTANT. In the event of such termination, CONSULTANT 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. CONSULTANT shall present CITY with any work product completed at that point in time.
- C. If CITY fails to pay CONSULTANT, CONSULTANT 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.

17. 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 signed by all parties.

18. 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. This Agreement shall be governed and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

CITY OF SUNNYVALE ("CITY")

By _____
City Clerk

By _____
City Manager

APPROVED AS TO FORM:

EOA, Inc. ("CONSULTANT")

By _____
City Attorney

By _____

Name and Title

By _____

Name and Title

EXHIBIT “A” SCOPE OF WORK

City of Sunnyvale NPDES Permit and WPCP Support for 2017-2021

EOA's scope of work is organized into seven tasks which reflect historic and anticipated future needs of the City. The level of effort estimates contained herein recognizes the City's intent to continue transitioning certain work historically performed by EOA to City staff over the course of this agreement. The average annual hours allocated for each task are indicated in the task heading. A more detailed breakdown by year is provided in the attached Table 1.

Ray Goebel will serve as Project Manager. The project will be staffed primarily by the following individuals.

Ray Goebel, P.E (Principal Engineer)	[RG]
Kristin Kerr, P.E. (Managing Engineer II)	[KK]
Thomas Hall, Ph.D. (Managing Engineer III)	[TH]
Quan Lu, EIT (Associate Engineer II)	[QL]
Courtney Siu, EIT (Associate Engineer III)	[CS]
Adam Olivieri, Dr. PH, P.E. (Principal Engineer)	[AWO]
Lianne Fong (Technician)	[LF]

Task 1. WPCP Operations, Process Control, Capital and O&M Project, Support [552 hr]

- Provide engineering support in the development and ongoing implementation of operational strategies for process control, optimization, and compliance with permit requirements.

Examples of work to be performed include but are not limited to participation in discussions and development of technical strategies related to process control, process optimization, and those aspects of permit compliance that relate to plant operations; participation in the Monthly Seniors' Meeting and other meetings as requested; leading or supporting the development of written guidance related to these issues; and developing and supporting technical studies related to these issues. [RG]

- Maintain or develop computer applications used by the WPCP for process control; improve these applications as necessary to meet operational and regulatory compliance needs, and train WPCP staff in their use and routine management.

This includes maintenance and updates to the EOA-developed Unit Process Reports (UPR) workbook used by Operations staff and Managers. The UPR report merges plant and laboratory data, providing comprehensive picture of plant operations, and facilitates data analysis across data sources and process components. EOA will also support the potential evolution of the UPR functionality into a successor system and support incorporation of existing data management tools into the new LIMS system. [RG, KK, QL]

- Provide engineering support in the development or implementation of the WPCP's

Master Plan and other special projects, including assisting in document preparation or providing critical review and comments on documents prepared by others, as well as supporting O&M “in house” projects such as the recent dual media filter and air floatation tank rehabilitation projects. [RG]

- Provide assistance in the procurement process for goods and services for the Plant (such as polymer and other treatment chemicals, residuals hauling/management, etc), including support for development of RFP and testing protocols, evaluation of proposals and testing results, and vendor selection. [RG, KK, CS]
- Provide support for development and updating of the Plant O&M Manual, including making updates as systems or protocols are changed (for example, the Sodium Hypochlorite / Continuous Recycled Water and construction of the new Influent Pumping and Primary Treatment facilities. This also includes providing significant support to the prospective project to convert the O&M Manual to an online system. [RG, QL]
- Provide support for development or modification of Plant Standard Operating Procedures (SOPs) and related documents to ensure safe and efficient Plant Operation. [RG]
- Prepare Water Board Notifications for process changes and an Operations Plan for Startup of the Hypochlorite Conversion Project, to provide potential regulatory relief during system startup and testing. [RG]

Task 2. NPDES and Recycled Water Permit Compliance [148 hr]

- Provide advice and assistance to WPCP Management and staff on issues related to permit compliance. [RG, KK]
- Assist City Staff in Preparing Annual Reports, primarily through focused support or report review. Key reports include the City’s Annual NPDES, Biosolids, Pollution Prevention and Recycled Water Reports [RG]
- *Provide guidance and support to WPCP staff for the permit-mandated one-year receiving water monitoring effort, which will generate data to be used by the Water Board to determine if the next permit requires water quality-based ammonia limits. The receiving water effort will be initiated in 2017. [RG, TH]*
- *Assist staff in the review and updating of the City’s Local Discharge Limits for facilities regulated under the City’s Pretreatment Program. This work will be conducted in 2018. [RG]*
- Provide Training for NPDES and Recycled Water Permit Implementation, similar to previous half-day sessions on permit reissuance and compliance approaches. Topics during this term may include recycled water permit compliance and regulatory context as permit application nears. [RG]

Task 3. Lab and Pretreatment Support [65 hr]

- General support to Laboratory and Pretreatment Programs to provide specialized review and advice, for example in response to inspections or audits performed by EPA or the Water Board. [KK, RG].
- Assist laboratory in transition to the new LIMS, including regulatory reporting and file

export functionality. [KK, RG]

Task 4. NPDES Permit Reissuance [70 hr]

The City's current NPDES Permit expires on October 31, 2019. The City must submit an application for permit re-issuance to the Regional Water Board by February 1, 2019. While the overall approach to permit renewal is relatively stable, potential issues to be addressed during the 2019 application include: potential effluent limits for chronic toxicity and the associated delineation of a mixing zone needed to provide for operable limits, coordination of permit development across the three POTWs in the Lower South Bay, and alignment of permit requirements with watershed level permits that also impact Sunnyvale (such as for PCBs and Nutrients). This task includes but is not limited to the following:

- Develop Schedule for Reissuance [KK]
- Obtain Compliance Monitoring Data and Other Required Permit Application Information [CS, KK]
- Obtain Permit Application Information [KK]
- Evaluate the Need for Additional Data to Address Permit Application Issues [KK]
- Update Receiving Water Data [CS]
- Prepare Draft and Final NPDES Permit Application Forms [CS, KK, TWH]
- Prepare Draft RPA, Calculate Effluent Limits for Constituents with RP, and Assess Ability to Comply with the Limits [CS, KK]
- Compliance Evaluation, if needed, including preparation of a preliminary "Infeasibility Study" documenting why compliance is infeasible, measures that will be taken by the City to comply with those constituents, and recommended interim limits that would apply to the discharge while the City takes the proposed measures to come into compliance with the final limits. [CS, KK]
- Identify Additional Information to Include in NPDES Permit Application Package [KK]
- Compile and Transmit Complete Application Package by the February 1, 2019 due date [KK, TH]
- Review Administrative Draft TO, Compile List of Issues, and Prepare Comments, including providing recommendations on potential changes with supporting technical basis. [KK, TH, RG]
- Prepare for and Attend Meeting(s) with City and RWB Staff on AD TO Issues [KK, TH]
- Review TO and Prepare Draft and Final Written Comments [TH, RG]
- Review RWB Staff Response to Comments, Revised TO, and Prepare Hearing Testimony [TH, RG]

Task 5. Technical Assistance for Regional, Statewide or National Developments that Impact Sunnyvale [466 hr]

- Participation in State and Federal Rulemaking/Policy making processes. Examples of current and impending issues to be addressed in this task include USEPA's recently proposed selenium water quality criteria (WQC) which are unattainable for the Plant,

revisions to the SWB Toxicity Plan, and the SWB Recycled Water Policy. Tasks include but are not limited to review of proposed regulations, research into similarly situated or benchmark regulatory cases, coordination with other forums, and preparation of recommendations for alternative approaches and implementation provisions. [TH, AWO]

- Participation in regional POTW organizations such as the Bay Area Clean Water Agencies (BACWA), and CASA Regulatory Workgroup in support of staff when requested. [TH, RG, KK]
- Participation in RWB Nutrient Management Strategy including evaluating and tracking monitoring and modeling efforts aimed at demonstrating that the LSB is not impaired by nutrients, and supporting discussions and negotiations of future amendments to the Nutrient Watershed NPDES Permit when it is reissued in 2019. [TH, RG, AWO]
- Participation in Regional Monitoring Program Technical Review Committee, Steering Committee, and Workgroups in support of staff when requested. EOA routinely participates in these groups and will provide support to staff regarding the work of these groups as requested. These activities are also coordinated with those related to the Nutrient Management Strategy. [TH, AWO]
- Water Board's Basin Planning, CWA Section 303(d) listing, and Total Maximum Daily Load (TMDL) Processes.

TMDLs are a key mechanism through which new requirements on POTWs are generated, as was the case for mercury and PCBs. EOA will provide support to staff as requested to ensure early and active participation by the City to influence the final outcome of TMDL processes. Examples of issues to be addressed under this task may include pursuit of a selenium TMDL for the South Bay and revisions to the Watershed Permits for mercury and PCBs. This task also includes tracking and review of the triennial 303(d) listing which is scheduled to be updated in 2017. [TH, AWO]

Task 6. Other Efforts Requested by City [80 hr]

Provide additional services requested by the City that are not anticipated in Tasks 1-5.

Task 7. Administrative and Project Management [72 hr]

Provide overall project coordination and scheduling, preparation and review of monthly invoices and work summaries, providing briefings for ESD Managers as required, and other contract-related work. [LF]

EXHIBIT "B" COST PROPOSAL

City of Sunnyvale NPDES Permit and WPCP Support for 2017-2021

Task Name and Number	2017		2018		2019		2020		2021		TOTALS
	hrs	Amount	hrs	Amount	hrs	Amount	hrs	Amount	hrs	Amount	Amount Rounded
Task 1. WPCP Operations, Process Control, Capital + O&M Project Support	552	115,800	552	118,700	552	121,600	552	124,700	552	127,800	608,600
General support	144	31,536	144	32,324	144	33,133	144	33,961	144	34,810	165,800
Maintain or develop operational data management applications	96	21,058	96	21,584	96	22,124	96	22,677	96	23,244	110,700
Support for Master Plan, Capital Projects, Special Projects	96	21,058	96	21,584	96	22,124	96	22,677	96	23,244	110,700
Support for procurement projects	48	10,529	48	10,792	48	11,062	48	11,338	48	11,622	55,300
Support for SOPs & Plant O&M Manual	144	31,586	144	32,376	144	33,185	144	34,000	144	34,900	166,000
RWBCB process change notifications & Start-up Ops Plans	24	5,264	24	5,396	24	5,531	24	5,700	24	5,800	27,700
Task 2. NPDES and RW Permit Compliance	196	42,700	176	39,300	116	26,500	156	36,600	96	23,100	168,200
General Compliance Assistance	48	10,512	48	10,775	48	11,044	48	11,320	48	11,603	55,300
Assistance for Annual Reports	48	10,529	48	10,792	48	11,062	48	11,338	48	11,622	55,300
Assistance for Receiving Water Monitoring	40	8,440	20	4,326	20	4,434	0	0	0	0	17,200
Assistance for Local Limits Review/Update	0	0	60	13,490	0	0	0	0	0	0	13,500
NPDES & Recycled Water Training	60	13,161	0	0	0	0	60	14,173	0	0	27,300
Task 3. Lab and Pretreatment Support	84	17,100	60	12,500	60	12,800	60	13,100	60	13,500	69,000
General Lab & Pretreatment Support	36	7,325	36	7,508	36	7,696	36	7,889	36	8,086	38,500
Support transition to LIMS	48	9,767	24	5,006	24	5,131	24	5,259	24	5,390	30,600
Task 4. NPDES Permit Renewal	24	4,900	124	26,000	192	41,300	0	0	0	0	72,200
All elements - see Scope of Work for detailed listing	24	4,914	124	26,024	192	41,302	0	0	0	0	72,200
Task 5. Regional, Statewide, and National Developments	492	85,000	492	103,900	492	106,500	396	87,900	396	90,100	473,400
Participation in State & Federal Rulemaking/Policy making processes	80	16,482	80	16,894	80	17,316	80	17,749	80	18,193	86,600
Participation in regional POTW organizations	60	12,361	60	12,670	60	12,987	60	13,312	60	13,644	65,000
Participation in RWB Nutrient Management Strategy	192	39,556	192	40,545	192	41,558	96	21,299	96	21,831	164,800
Participation in RMP TRC, Steering Committee, and Workgroups	80	80	80	16,894	80	17,316	80	17,749	80	18,200	70,200
Basin Planning, 303(d) listing, and TMDL Processes	80	16,482	80	16,894	80	17,316	80	17,749	80	18,200	86,600
Task 6. Other Efforts Requested by City	80	17,500	80	15,100	80	15,500	80	16,000	80	16,500	80,600
Task 7. Administrative and Project Management	72	15,800	72	15,800	72	15,800	72	15,800	72	15,800	79,000
Project Expenses (3% of subtotal)		9,000		9,900		10,200		8,800		8,600	46,500
TOTALS		307,800		341,200		350,200		302,900		295,400	1,597,500

Notes: All work is billed on a time and materials basis, per applicable fee schedule. Rates may vary among tasks depending on staff assigned; amounts listed are the estimated staff-weighted average for that subtask for planning purposes. Invoices will reflect actual hours and applicable rates, as specified in the EOA 2017 Fee Schedule, City of Sunnyvale Preferred Rates , with an annual increase not-to-exceed 2.5% per year for 2018 through 2021.

Fee Schedule

City of Sunnyvale Preferred Rates Effective January 1, 2017

The following fee schedule covers personnel rates for EOA, Inc. staff.

Our charges are divided into two categories: personnel, and outside direct expenses. A new fee schedule is issued at the beginning of each year. Charges for all work, except where other arrangements have been made, are based on the new schedule of charges. Fees are adjusted annually at a rate not to exceed 2.5%.

PERSONNEL

Personnel charges are for any technical, clerical or administrative work necessary to perform the project. Work tasks include geologic and environmental consulting, engineering and computer services, regulatory liaison, and report preparation. Personnel rates are as follows:

Personnel Category	Hourly Rate
Principal Engineer	\$219.35
Managing Engineer/Scientist III	\$206.02
Managing Engineer/Scientist II	\$203.48
Managing Engineer/Scientist I	\$201.16
Senior Engineer/Scientist III - Project Leader	\$184.19
Senior Engineer/Scientist/Planner II	\$163.60
Senior Engineer/Scientist/Planner I	\$146.64
Associate Engineer/Scientist III	\$141.78
Associate Engineer/Scientist II	\$136.92
Associate Engineer/Scientist I	\$111.50
Technician	\$ 89.67
Clerical/Computer Data Entry	\$ 66.66

Charges for professional services are in increments of one quarter-hour.

REIMBURSABLE EXPENSES

Reimbursement for the following expenses directly related to services provided will be charged at cost plus 5%.

- Costs of sub-consultants or subcontractors

Other direct costs related to services provided shall be reimbursed at cost:

Examples include:

- Costs of long-distance telephone, copying, drafting, blueprints, etc. (EOA black and white copies charged at \$ 0.10 each, color copies at \$0.35 each)
- Costs or rental of special equipment
- Costs of authorized travel outside Bay Area
- Automobile mileage directly related to services (at allowable IRS rate for specified year. Current (2017) rate is \$0.535/mile).

INVOICES

Invoices are prepared and submitted on a monthly basis, as either final or progress billings.

EXHIBIT "C"

INSURANCE REQUIREMENTS

Consultant 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 Consultant, his agents, representatives, or employees.

Minimum Scope and Limits of Insurance: Consultant shall maintain limits no less than:

1. **Commercial General Liability:** \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage. ISO Occurrence Form CG 0001 is required.
2. **Automobile Liability:** \$1,000,000 per accident for bodily injury and property damage. ISO Form CA 0001 is required.
3. **Workers' Compensation** and **Employer's Liability:** \$1,000,000 per accident for bodily injury or disease.
4. **Errors and Omissions:** Liability Insurance appropriate to the Consultants Profession: \$1,000,000 per occurrence and \$2,000,000 aggregate.

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

The **general liability** and **automobile liability** policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Sunnyvale, its officials, employees, agents and volunteers are to be covered as additional insureds with respects to liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. 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. For any claims related to this project, the Consultant'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 Consultant's insurance and shall not contribute with it.
3. 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.
4. The Consultant'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.

5. 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 mail has been given to the City of Sunnyvale.

Claims Made Coverage

If the General Liability and/or Errors & Omissions coverages are written on a claims-made form:

1. The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the contract work.
3. 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 an extended period coverage for a minimum of five years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the City of Sunnyvale for review.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Sunnyvale.

Verification of Coverage

Consultant 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 prior to commencement of work.