

**CONSULTANT SERVICES AGREEMENT BETWEEN THE CITY OF SUNNYVALE
AND CAROLLO ENGINEERS, INC. FOR CLAIM MANAGEMENT SUPPORT**

THIS AGREEMENT, dated _____, is by and between the CITY OF SUNNYVALE ("CITY"), a California chartered municipal corporation, and CAROLLO ENGINEERS, INC. ("CONSULTANT") a Delaware corporation.

WHEREAS, CITY is in need of specialized services for the City of Sunnyvale Water Pollution Control Plant (WPCP) Master Plan and Primary Treatment Facility Design project, including claim management assistance; and

WHEREAS, in reliance upon CONSULTANT's representations regarding its qualifications, CITY finds that 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" entitled "Scope of Work". All exhibits, including all associated attachments, are attached hereto and incorporated herein 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 from the date of contract execution until completion of tasks outlined in Exhibit "A", unless otherwise terminated in accordance with Section 17 below. CONSULTANT shall deliver the agreed upon services to CITY as specified in Exhibit "A". Extensions of time may be granted by the City Manager as an amendment in accordance with Section 18 below.

3. CITY Materials

CITY shall supply to CONSULTANT any documents or information available to CITY and required by CONSULTANT for performance of the services. Any materials provided to CONSULTANT and copies thereof shall be returned to CITY upon completion of the work.

4. Compensation

CITY agrees to pay CONSULTANT as full compensation for the services rendered pursuant to this Agreement, the amounts set forth in Exhibit "B". Total compensation shall not exceed Four Hundred Eighty-Two Thousand Three Hundred Four and 41/100 Dollars (\$482,304.41).

CONSULTANT shall submit invoices to CITY no more frequently than monthly for services provided to date. 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. Payment shall be made within thirty (30) days upon receipt of an accurate, itemized invoice by CITY's Accounts Payable Unit.

5. Wage Rates

CONSULTANT shall comply with the City's minimum wage set forth in Section 3.80.040 of the Sunnyvale Municipal Code.

6. 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.

7. Conflict of Interest

CONSULTANT 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. CONSULTANT 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, CONSULTANT shall not accept employment or an obligation which is inconsistent or incompatible with CONSULTANT'S obligations under this Agreement.

CONSULTANT'S duties and services under this Agreement shall not include preparing or assisting CITY with any portion of CITY'S preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with CITY. CITY shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. CONSULTANT participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. CONSULTANT shall cooperate with CITY to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this agreement.

Pursuant to CITY's Conflict of Interest Code, Council Policy 7.3.7, CITY has determined that, depending on the position, certain individuals performing services under this Agreement may be required to file a Statement of Economic Interest (Form 700), which can be found at www.fppc.ca.gov. If applicable, to facilitate electronic submittal of Form 700, CONSULTANT shall send the following information to cityclerk@sunnyvale.ca.gov: 1) first and last name(s) of CONSULTANT's employee(s); 2) email address(es) of CONSULTANT's employee(s); 3) date when CONSULTANT's employee(s) will begin work under this contract; and 4) (if known) date when CONSULTANT's employee(s) will cease work under this contract.

Government Code Section 91013 provides that any person who files a statement after its deadline shall be liable in the amount of \$10 per day, up to a maximum of \$100, in addition to any administrative penalty (up to the statutory maximum, currently \$5,000) imposed by the Fair Political Practices Commission (FPPC). If any of CONSULTANT's employee(s) is required to submit Form 700, and CITY does not receive CONSULTANT's Form 700, then CITY is required to refer this matter to the FPPC or other appropriate enforcement agency.

8. 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.

The parties understand that CITY and CONSULTANT may engage in communications or elect to disclose or transmit to each other otherwise privileged, confidential or proprietary communications, information, or documents; mental impressions; investigative information; memoranda; interview reports; expert reports; and other privileged, confidential, proprietary or otherwise protected communications, information, or documents that may be protected from disclosure to adverse or other parties as a result of the attorney-client privilege, the work-product privilege, the joint defense doctrine, the common interest doctrine, and/or other applicable privileges, rights, or rules ("Covered Materials").

It was and is the mutual understanding of the parties that any exchanges and disclosures made pursuant to this Agreement are not intended to diminish in any way the any applicable privileges, rights, or confidentiality of such Covered Materials, and any exchange of Covered Materials is not intended to and will not be deemed to constitute a waiver of any available privilege or right. All communications relating to the performance of claim management support under this Agreement are confidential, and no privilege shall be deemed to be waived with respect to, or as a result of, such communication(s). No party may waive any applicable privilege or other protection on behalf of any other party.

9. 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, 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, veteran or military status, or any other protected characteristic in violation of federal or state law. 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.

10. 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.

11. Hold Harmless/Indemnification

To the fullest extent permitted by law, CONSULTANT 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 acts or omissions of CONSULTANT 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. CONSULTANT's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement.

12. Insurance

The City requires that CONSULTANT maintain insurance requirements on the electronic insurance verification system. CONSULTANT 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 prior to CONSULTANT (or subcontractor) commencing any work under this Agreement.

13. CITY Representative

Marlon Quiambao, Assistant City Engineer, as the City Manager's authorized representative, shall represent CITY in all matters pertaining to the services to be rendered under this Agreement ("CITY representative"). All requirements of CITY pertaining to the services and materials to be rendered under this Agreement shall be coordinated through the CITY representative.

14. CONSULTANT Representative

Jim Hagstrom, Executive Vice President shall represent CONSULTANT in all matters pertaining to the services and materials to be rendered under this Agreement ("CONSULTANT representative"). All requirements of CONSULTANT pertaining to the services or materials to be rendered under this Agreement shall be coordinated through the CONSULTANT representative.

15. 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, to address below.

Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by email, 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.

To CITY: Ramana Chinnakotla, Interim Director
 Department of Public Works
 CITY OF SUNNYVALE
 P. O. Box 3707
 Sunnyvale, CA 94088-3707

To CONSULTANT: Jim Hagstrom
 Carollo Engineers, Inc.
 2795 Mitchell Dr.
 Walnut Creek, CA 94598

16. Assignment

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

17. 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 thirty (30) days after written notification of failure to pay.

18. 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 in 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.

19. Governing Law, Jurisdiction and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its conflict 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.

20. 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.

REMAINDER IS INTENTIONALLY BLANK.

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF SUNNYVALE ("CITY")

CAROLLO ENGINEERS, INC.
("CONSULTANT")

By _____
City Manager

By _____

Name and Title

ATTEST:

By _____
City Clerk

By _____

Name and Title

APPROVED AS TO FORM:

By _____
City Attorney

**SCOPE OF WORK
CITY OF SUNNYVALE
WPCP
MASTER PLAN AND PRIMARY TREATMENT FACILITY DESIGN PROJECT
CLAIMS MANAGEMENT ASSISTANCE
SUMMARY SCOPE OF SERVICES**

All services to be provided by the Consultant (Carollo) at the City's request. The scope of services include:

Task 00062D – Pre-litigation Claims Assistance:

Technical support to the City regarding two claims by Overaa: (1) claim related to delays in energization of the new PG&E service; and (2) claim related to Tesco's claim.

Technical support services include:

- Review of existing construction records prepared and provided by the City/CM/others.
- Technical review of the claim documentation submitted by the Contractor/others in support of the plaintiff's (Contractor's) case against the City.
- Technical review and comment on the City's response to the Contractor's claim as developed by the City/others.
- Development of documentation to be included in/support the City's response to the claim prepared by the City/others. Documentation developed by Consultant to be based on the technical engineering aspects of the project. Documentation to include presentation slides and/or supporting written document.
- Attendance at preparation meetings with the City/City's Outside Council and attendance at mediation meetings.
- Deliverables:
 - Comments on Contractor's claim documentation. To be provided in Microsoft Word (Word) and PDF format.
 - Comments on City's response to Contractor's claim documentation. To be provided in Word and PDF format.
 - Documentation to be included in/support the City's response to the claim. To be provided in Word, Microsoft PowerPoint, and PDF format.

Task 00062E – Litigation Claims Assistance:

Technical support to the City in defense of the claims being advanced in the litigation: C. Overaa & Co. vs. City of Sunnyvale, Case No. 25CV462318. Technical support services include:

- Review of existing construction records prepared and provided by the City/CM/others.
- Technical review of the claim documentation submitted by the Contractor/others in support of the plaintiff's (contractor's) case against the City. Assumes up to one round of review and comment.
- Technical review and comment on the City's response to the Contractor's claim as developed by the City/others. Assumes up to one round of review and comment.
- Development of documentation to be included in/support the City's response to the claim prepared by the City/others. Documentation developed by Consultant to be based on the technical engineering aspects of the project. Documentation to

include presentation slides and/or supporting written document. Assumes up to two rounds of review and comment.

- Meetings:
 - Three Preparation Meetings with the City/City's Outside Council. Meetings to be virtual, 2 hours in duration, and attended by 4 members of the Consultant team.
 - One Mediation Meeting. Meeting to be in person, 8 hours in duration, and attended by 4 members of the Consultant team.
- Deliverables:
 - Comments on Contractor's claim documentation. To be provided in Microsoft Word (Word) and PDF format.
 - Comments on City's response to Contractor's claim documentation. To be provided in Word and PDF format.
 - Documentation to be included in/support the City's response to the claim. To be provided in Word, Microsoft PowerPoint, and PDF format.

Task 00062D and Task 00062E

Assumptions:

- Support services to be provided as-needed, upon the City's request, and up to the limits of the budget. Additional services, should they be needed, can be provided by amendment.
- Level of effort is based on providing technical support to defend the City through mediation. Support through litigation, should it be needed, can be provided by amendment.
- Support for additional claims/lawsuits, should it be needed, can be provided by amendment.
- Consultant's support for this task will be solely focused on the technical engineering aspects of the work.
- Construction Manager (Psomas)/City/others will lead review of, analysis of and response to construction records and communications, and will share the results of such review and analysis with Consultant.
- The City shall provide Consultant with timely information on the mediation schedule, and shall provide reasonable notice of deliverable and work deadlines for Consultant's services.
- Cumulative Impact Analysis to be provided by others.
- 2.5% annual escalation applied to fees starting on July 1, 2027.

Compensation Schedule

Carollo Engineers, Inc. Level of Effort Detail

Sunnyvale WPCP Master Plan and Primary Treatment Facility

Claims Management Assista

| | Discipline Specialist 3 | Discipline Specialist 2 | Discipline Specialist 1 | Engineer VIII | Engineer VII | Engineer VI | Engineer V | Engineer IV | Engineer III |
|------------------|-------------------------|-------------------------|-------------------------|---------------|--------------|-------------|------------|-------------|--------------|
| 2016 | \$277.78 | \$258.30 | \$225.50 | \$217.30 | \$201.92 | \$187.57 | \$172.20 | \$156.83 | \$141.45 |
| 2017 | \$284.72 | \$264.74 | \$231.14 | \$222.73 | \$206.97 | \$192.26 | \$176.51 | \$160.75 | \$144.99 |
| 2018 | \$291.84 | \$271.38 | \$236.92 | \$228.30 | \$212.14 | \$197.07 | \$180.92 | \$164.77 | \$148.61 |
| 2019 | \$299.14 | \$278.16 | \$242.84 | \$234.01 | \$217.45 | \$202.00 | \$185.44 | \$168.89 | \$152.33 |
| 2020 | \$306.62 | \$285.11 | \$248.91 | \$239.86 | \$222.88 | \$207.05 | \$190.08 | \$173.11 | \$156.14 |
| 2021/2022 | \$314.28 | \$292.07 | \$254.98 | \$245.71 | \$228.31 | \$212.10 | \$194.71 | \$177.33 | \$159.95 |
| 2023 | \$322.14 | \$299.38 | \$261.36 | \$251.87 | \$234.02 | \$217.40 | \$199.58 | \$181.77 | \$163.95 |
| 2024 | \$330.19 | \$306.86 | \$267.90 | \$258.16 | \$239.87 | \$222.84 | \$204.57 | \$186.31 | \$168.05 |
| 2025 | \$338.45 | \$314.54 | \$274.60 | \$264.62 | \$245.87 | \$228.41 | \$209.68 | \$190.97 | \$172.15 |
| 2026 | \$346.91 | \$322.40 | \$281.46 | \$271.23 | \$252.02 | \$234.12 | \$214.92 | \$195.74 | \$176.45 |
| 2027 | \$355.58 | \$330.46 | \$288.50 | \$278.01 | \$258.32 | \$239.97 | \$220.30 | \$200.63 | \$180.86 |

| Task | Task Description | | | | | | | | | |
|---------------|---|-----------|-----------|-----------|----------|------------|-----------|------------|-----------|----------|
| 000624 | Prepare As-Built Drawings ⁽¹⁾ | | | | | | | | | |
| | 2026 | 0 | 42 | | | 209 | | 125 | | |
| | Total Task 000123 | 0 | 42 | 0 | 0 | 209 | 0 | 125 | 0 | 0 |
| 00062D | Claims Management Assistance (Claims Option 1) | | | | | | | | | |
| | 2026 | 80 | 80 | 80 | | 60 | 80 | | 60 | |
| | Total Task 0006D | 80 | 80 | 80 | 0 | 60 | 80 | 0 | 60 | 0 |

Assumptions:

(1) As-built Drawing effort based on the assumptions in the table below. As-built drawing effort will be managed to meet the limits of this assumed allowance.

Design Project

ance

| Staff Engineer | CAD Tech | Doc Processing | Clerical | Total Hours | Labor Cost | Subconsultant Dave Ewing | Project Total |
|----------------|----------|----------------|----------|-------------|------------|-----------------------------|---------------|
| | \$141.45 | \$111.73 | \$91.23 | | | | |
| | \$144.99 | \$114.52 | \$93.51 | | | | |
| | \$148.61 | \$117.38 | \$95.85 | | | | |
| | \$152.33 | \$120.32 | \$98.24 | | | | |
| \$139.65 | \$156.13 | \$123.32 | \$100.70 | | | | |
| \$146.72 | \$159.95 | \$126.33 | \$103.16 | | | | |
| \$150.39 | \$163.95 | \$129.48 | \$105.74 | | | | |
| \$154.15 | \$168.05 | \$132.72 | \$108.38 | | | | |
| \$158.00 | \$172.25 | \$136.03 | \$111.09 | | | | |
| \$161.95 | \$176.55 | \$139.43 | | | | | |
| \$166.00 | \$180.97 | \$142.91 | | | | | |

| | | | | | | | | | |
|----------|------------|-----------|----------|---------------|----|-------------------|----|------------------|----------------------|
| | 974 | 40 | | 1390 | \$ | 270,620.42 | | \$ | 270,620.42 |
| 0 | 974 | 40 | 0 | 1390 | \$ | 270,620.42 | \$ | - | \$ 270,620.42 |
| | | 24 | | 464 | \$ | 125,002.93 | \$ | 25,000.00 | \$ 150,002.93 |
| | | | | | | | | | \$ - |
| 0 | 0 | 24 | 0 | 464.00 | \$ | 125,002.93 | \$ | 25,000.00 | \$ 150,002.93 |
| | | | | TOTAL | \$ | 395,623.35 | \$ | 25,000.00 | \$ 420,623.35 |

Exhibit C INSURANCE REQUIREMENTS

Consultant shall procure and maintain for the duration of the Agreement 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, their agents, representatives, or employees.

Minimum Scope and Limits of Insurance. Consultant 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 shall be at least as broad as CG 0001.
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 Agreement 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 for bodily injury or 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 \$1,000,000 per occurrence or claim.
- Valuable Papers and Electronic Data Processing** with limits not less than \$10,000 each.
- Cyber & Tech Liability** coverage with limits not less than of \$1,000,000 per occurrence or claim.
- Crime coverage** with limits not less than \$500,000 to include third party premises endorsement.

Deductibles, Self-Insured Retentions and Other Coverages:

Any deductibles or self-insured retentions must be declared and reviewed by the City of Sunnyvale, Risk Manager. The Consultant 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 Agreement, the City of Sunnyvale, its officers, officials, employees, agents, and volunteers are to be covered as an additional insured in the Consultant's commercial general liability policy (and if industry specific coverage is checked above, valuable papers, electronic data processing, and cyber liability policies) with respect 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. 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 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 Agreement, the Consultant'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 Consultant'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 Agreement or the beginning of contract work.
 - b. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the contract of work.*
 - c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the Agreement effective date, the Consultant must purchase "extended reporting" coverage for a minimum of *three (3) years* after completion of contract work.
4. For any claims related to this agreement, 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 and shall be at least as broad as ISO CG 20 01 04 13.
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.
6. 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.
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 except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City of Sunnyvale.
8. 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 Consultant'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.
9. 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 Consultant'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:

City utilizes an electronic insurance verification system to track and verify all insurance related documents. City is no longer accepting insurance documents by mail and will only accept electronic insurance documents. City will email the Consultant requesting proof of insurance for this Agreement through an electronic insurance verification system, which includes instructions on how to upload insurance documents electronically. Consultant 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 Consultant shall provide certificate(s) evidencing renewals of all insurance required herein prior to the expiration date of any such insurance. Consultant 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

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