

**DRAFT CONSULTANT SERVICES AGREEMENT BETWEEN
THE CITY OF SUNNYVALE AND HDR ENGINEERING INC.
FOR PHASE II OF THE SUNNYVALE MATERIALS RECOVERY AND TRANSFER STATION
NEXTGEN PROJECT**

This AGREEMENT dated _____ is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and HDR ENGINEERING INC. a Nebraska corporation ("CONSULTANT").

WHEREAS, CITY is in need of professional services for the Sunnyvale Materials Recovery and Transfer (SMaRT) Station Next Generation; 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 to include, but not limited to, landfill civil engineering; air quality permitting and compliance; landfill gas system review, engineering and design 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 from the date of contract execution through project completion, unless otherwise terminated. CONSULTANT shall deliver the agreed upon services to CITY as specified in contract documents.

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 as full compensation for the services rendered pursuant to this Agreement, the amounts set forth in Exhibit "B". Total compensation shall not exceed Two Hundred Eighty Two Thousand Two Hundred Thirty One and 61/100 Dollars (\$282,231.61).

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. Payment shall be made within thirty (30) days upon receipt of an accurate, itemized invoice by CITY's Accounts Payable Unit.

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. Any modification or reuse of such documents for purposes other than those intended by this Agreement shall be at the CITY's sole risk and without liability. 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.

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. Hold Harmless/Indemnification

CONSULTANT agrees to indemnify, defend and hold harmless CITY, its officers and employees from any and all claims, demands, actions, causes of action, losses, damages, liabilities, known or unknown, and all costs and expenses, including reasonable attorneys' fees in connection with any injury or damage to persons or property to the extent arising out of any negligence, recklessness or willful misconduct of CONSULTANT, its officers, employees, agents, contractor, subcontractors or any officer, agent or employee thereof in relation to CONSULTANT's performance under this Agreement. In no event shall the cost to defend charged to the design professional exceed the design professional's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the design professional shall meet and confer with other parties regarding unpaid defense costs. Such defense and indemnification shall not apply in any instance of and to the extent caused by the sole negligence, recklessness or willful misconduct of CITY, its officers, employees, agents or representatives.

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

Ramana Chinnakotla, Director of Environmental Services, 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

Timothy J. Raibley, P.E., Vice President 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, to address below.

To CITY: Ramana Chinnakotla
 Director of Environmental Services
 CITY OF SUNNYVALE
 P. O. Box 3707
 Sunnyvale, CA 94088-3707

To CONSULTANT: Timothy J. Raibley, P.E., Vice President
 HDR Engineering, Inc.
 2365 Iron Point Road
 Suite 300
 Folsom, CA 95630

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 and fails to cure such default or breach within thirty (30) days following written notice thereof, 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 in writing signed by all parties.

18. 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.

19. 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.

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

CITY OF SUNNYVALE ("CITY")

By _____
City Clerk

By _____
City Manager

APPROVED AS TO FORM:

HDR ENGINEERING, INC.
("CONSULTANT")

By _____
City Attorney

By _____

Name and Title

By _____

Name and Title

EXHIBIT “A”

SCOPE OF WORK

Task 1. Refine Tonnage and Diversion Estimates

The key objective of this task is to identify the future diversion potential of the SMaRT Station to meet SB 1383 given the demands of the current commodity market. Preliminarily, we anticipate increases in diversion are likely to occur from additional compostable materials, mostly in the form of Material Recovery Facility (MRF) fines. Studies performed by both the Cities of Palo Alto and Mountain View characterized the arriving material and the facility residue and indicated there is significant recovery potential of paper and plastics from the current material mix received at the facility. To some extent we have concern over the use of the term ‘recoverable’ given the current market requirements for the condition of both low grade paper and mixed plastics. As a result, this task will include exploring existing opportunities within the SMaRT Station system where significant quantity of commodities could be recovered that meet the various market grades quality standards.

To accomplish these objectives, HDR will continue to work with the Cities of Sunnyvale and Mountain View to confirm the expectations of both the historic performance and future diversion of the SMaRT Station. This task also includes correlating data from various prior studies including the Mountain View Waste Characterization Study, Mountain View Zero Waste Plan, Palo Alto Waste Characterization Study, and Cal Recycle Waste Characterization Study of the SMaRT Station residues.

The possible range of diversion of the facility, specifically with respect to the mixed waste processing line, will need to rely on a variety of factors including:

- The current SMaRT Station equipment
- The addition of new equipment, where appropriate
- The likely changes to operator staffing and incentives based on input from Bay County Waste Services
- The current commodity markets

We will conclude our analysis of the tonnages and diversion estimates in a Technical Memorandum which we will discuss internally with the City of Sunnyvale before distributing to the Cities of Mountain View and Palo Alto, as appropriate. We anticipate some comments and refinements will be needed as each jurisdiction reviews the document, which will be addressed in a revised final Technical Memorandum. HDR assumed one round of edits to the document after each jurisdiction’s review.

Task 2. Elevated Diversion Equipment Selection

The objective of this task is to identify the type, location, and sizing of equipment needed to meet the tonnage and diversion goals of Task 1 above. The selection of equipment will be a process that includes the cities' acceptability of cost, the operator's staff capabilities, input from various equipment vendors, and the commodity market requirements as noted above. As a result, the ultimate selection of equipment will be an iterative process that includes consideration of the cities' interests and operator costs.

The HDR team will work with BCWS and equipment vendor to identify the preferred added of equipment to serve the member's needs. HDR will engage in discussions with a variety of MRF equipment vendors and BCWS to discuss equipment options necessary to achieve the desired elevated diversion levels. The purpose of this approach is to engage the operator to have more responsibility in the performance of the SMaRT thereby incentivizing them to reach the elevated diversion where the opportunity exists. Preliminarily, various equipment vendors have been contacted to offer their suggestions in this process and these discussions have been met with solid interest by all of them. This group includes CP Manufacturing, BHS, Machinex, and Van Dyke. Others could be engaged if necessary, but adding too many vendors creates a potential for significant additional effort. When engaging the vendors, we will request they offer a process flow diagram for each module to determine the functionality; its throughput range, expected recovery rate; and range of efficiency, yield, and purities across different assumed metrics (e.g., densities and size). We will request vendors offer a budgetary estimate of the approximate cost of their equipment including installation.

The proposed project approach of obtaining equipment information, will be a less detailed design than the previously proposed approach and therefore it should be considered a high-level conceptual design and planning effort. Once we have equipment vendor responses, HDR will work with BCWS to compare the different types of equipment to be placed at various locations, each with their own individual ability to perform, cost, labor requirements, etc. The goal of this task is to bracket solutions options including the equipment arrangements, performance capabilities, cost and labor demands that are to be used in forecasting the SMaRT performance capability and cost. The process will help in determining a range of the future facility performance, but will not guarantee any of the specific variables (by HDR or the vendors).

After identifying which equipment array will meet these future needs, RRT will review the equipment suggestions and offer recommendations by considering the types and locations of new equipment offered by vendors that meet the desired throughput and diversion goals. The RRT review will include a review of the process flow/mass balance diagrams to evaluate for reasonableness against industry standards in addition to an analysis of specified components and processes, overall equipment configuration, and the system's ability to fit/function within the current building envelope. BCWS will provide an estimate of possible staff reductions due to automation or mechanized equipment enhancements.

The equipment selection will include consideration of key issues including:

- Flexibility to changing waste stream composition (vendor offered, BCWS review and identification of preferred arrangement, RRT review and concurrence).
- Level of labor required to operate (BCWS).
- Process equipment block diagrams (vendor supplied, HDR and RRT reviewed).
- Planning high level budgetary estimates (vendor to supply, RRT to review).
- Compatibility with the SMaRT Station in terms of fitting into the existing facility, while minimizing major building modifications. (vendor to supply, HDR and RRT to review).

Using the combined vendor offerings, BCWS review/preference and RRT concurrence, The HDR Team will summarize the preferred array of equipment or module to accomplish the added diversion needed by the member jurisdictions. By comparing the various equipment arrangements, we will identify the extent to which building renovations are needed to enclose or house the additional modules. Using the preferred equipment recommendations, we anticipate presenting our preliminary recommendations using a virtual meeting to present the options to the cities, which will include both the pros and cons of the additional equipment array. Based on input from the cities, we will summarize the agreed upon recommendations in a Technical Memorandum.

Task 3. Exploration of Automation Equipment to Enhance Diversion Performance

The objective of this task is to identify the type, location, and sizing of equipment needed to reduce reliance on current relatively high staffing levels compared to competition elsewhere. The recent announcement from the SMaRT operator, Bay County Waste Service (BCWS) is that union negotiations are revealing a significant increase in the cost of labor going forward. This task will address ways of mitigating labor cost at locations where equipment could perform a similar function. Similar to above, the selection of equipment will be a process that includes the cities' acceptability of cost, the operator's staff capabilities, and the current commodity market requirements as noted above. As a result, the ultimate selection of equipment will be an iterative process that includes consideration of the cities' interests and operator costs.

We will engage BCWS in exploring where equipment could replace labor staff. We will work interactively with BCWS and prospective equipment vendors, soliciting their input and exploring the capability of adding equipment where appropriate. After we have input from equipment vendors as well as BCWS, we will have RRT review the offers for additional consideration. HDR will summarize our analysis with recommendations for the preferred type of equipment, its location, and a preliminary capital cost/return on investment comparison to the continued cost of labor. We will present our recommendations in a virtual meeting with Sunnyvale, followed by a similar meeting with the three cities. Based on input from each of these meetings, we will incorporate the preferred equipment array into task 4 and 5 below.

Task 4. Facility Renovations and Cost Estimating

Based on the results of the prior two tasks, a revised estimate will be prepared for the facility renovations or possible expansions needed at the SMaRT Station to meet the desired elevated diversion rates. This will include preparing a summary of the approximate costs of facility upgrades identified in the condition assessment report. Facility upgrades are defined as pieces of equipment identified to be in poor condition. To accomplish this effort, we will prepare an estimate for the renovations of the facility.

The Bay Area Air Quality Management District's (BAAQMD's) draft regulation is still undergoing change. Consequently, we have not included additional changes that may be necessary to the facility based on these draft regulations (BAAQMD Draft Rule 13-2). As currently written, the existing facility would be exempt from the regulations in terms of the facility enclosure, foul air capture and treatment, as well as logistics of operations. However, these rules are in draft form and it is hard to determine the extent to which they will impose changes to the SMaRT Station. As the BAAQMD clarifies these requirements in the coming months, we will work to advise you of the likely range of the changes and related costs in this task. The facility renovations or possible expansions and cost estimate will present options for the facility consisting of the findings from Tasks 1 and 2 as well as requirements from the BAAQMD with associated refinements of the facility buildings, site, and refurbishment of antiquated or worn equipment/buildings as prepared previously.

We will incorporate estimates of the operating costs as appropriate. If input from the Bay County Waste Services negotiations with Labor Unions or other costing data is required, we will provide a comprehensive understanding of the overall system performance and facility cost.

In addition to the issue of elevated diversion expectations, we will also provide an additional estimate of the cost that should be budgeted to replace aging equipment within the decade. This issue is to address recent concerns raised by the City of Mountain View regarding the condition of the facility, and in particular, if the continued use of some of the equipment (e.g., two trommels in the mixed waste line) is appropriate or if the cities would be better served by replacing the equipment and when should it be replaced. We will revisit the prior condition assessment of the SMaRT Station performed by RRT and offer recommendations to address these recent concerns.

Finally, we will summarize the capital and amortized capital cost requirements of the redesigned system to determine the likely high level cost estimate ranges for its successful renovation. This will be presented to describe capital as an amortized annual cost which will be added to the operations cost from BCWS as well as the annual fixed/overhead costs to determine an approximate cost per ton cost of system implementation.

HDR will submit these estimates and insights for your review and consideration. We plan on participating in a joint meeting with the two cities to explain our analysis as well as receive input for refinement if needed. We will seek concurrence with the cities before progressing to the next task.

Task 5. Finalize SMaRT Station Next Gen Feasibility Study

Using the facility renovation and cost task above, HDR will prepare a Conceptual Equipment Plan and Feasibility Study Update of the SMaRT Station Next Gen summary report. We will prepare planning-level equipment plans of the preferred equipment and module configuration, illustrating where the equipment is to be located and how infeed and off-take conveyors will be configured to enable the facility to obtain the elevated diversion expectations. A narrative of the how the equipment is expected to function to assist in meeting the cities' diversion goals will be provided in the revised SMaRT Station Next Gen report.

We will also provide additional insights and recommendations from the task above regarding the age of the facility. These recommendations will be presented in the Conceptual Equipment Plan and Feasibility Study Update of the SMaRT Station Next Gen summary report. We will prepare conceptual site plans of the future equipment configuration including identifying where equipment will need to be replaced due to age or condition.

We anticipate submitting a draft Next Gen report for review by the City of Sunnyvale. Following input and refinement, we will issue an Administrative Draft report to the Cities of Mountain View and Palo Alto for review and consideration. We will present our findings at a joint virtual meeting.

Task 6 Developing the MOU

Performed primarily by HF&H, we will assist with developing the MOU. Following a series of meetings with potential partners to define approaches to key issues, HF&H is now developing a term sheet for review and comment. The term sheet will then become the basis for the draft MOU, with the goal of having the final MOU in place by the end of 2020.

Task 7 Negotiate New BCWS Agreement

Performed primarily by HF&H, we will assist with negotiation of a new agreement with BCWS. For pricing, the intent is to develop a cost per ton by stream. BCWS is now working on completing initial cost forms developed by HF&H. HF&H and Sunnyvale staff will be adding Sunnyvale budgeted costs, as well as processing and residue disposal costs. Our scope assumes that HF&H will draft amendments to the current agreement as the basis for the new agreement. HF&H is now drafting summary terms for the extension based on MOU discussions with the potential partners. The City will assist in negotiating the new agreement. We assume the City will provide appropriate legal review of the revised language.

Task 8 Organics RFP

Performed primarily by HF&H, HDR will assist the City with procuring organics processing services from one or more vendors. HF&H will provide additional support as needed in finalizing the draft RFP being developed by City staff. HF&H will take the lead in developing a draft agreement for inclusion with the RFP package based on several recent HF&H agreements.

HF&H will then support City staff in evaluating responses, and in negotiating agreements with up to two proposers. HDR will assist the City in coordinating with the purchasing department throughout the process, as needed.

Task 9 Other Support

Performed primarily by HF&H, HDR will assist the City with a range of potential tasks as needed. Tasks include renegotiating the disposal agreement, SB 1383 interpretation, analysis of diversion and/or tonnage estimates.

Task 10 Meetings and Communications

Performed primarily by HF&H, we will communicate via phone and email to plan, facilitate or participate in meetings and calls with partners, City staff, and third parties. The fee estimate assumes that City staff will take and distribute notes for most meetings.

Task 11 City Council Presentation(s)

Performed primarily by HF&H, HDR will assist City staff in developing materials and participating in up to two presentations to the City Council.

Schedule

Assuming prompt approval of this scope and budget, we anticipate completing this effort as illustrated on the graphic schedule attached. Regarding the MOU development, it is understood that time is of the essence, but that it is not possible to define a detailed schedule in advance. Scheduling and sequencing of various activities will be determined with City management staff, based on the needs of the project. Two key milestones are completing such work as is necessary to obtain partner buy-in by mid-year, and completing the MOU by the end of the year.

EXHIBIT "B"
COMPENSATION SCHEDULE AND RATES

Task #	Task Description	HDR	RRT	HFH	Total
1	Refine Tonnage and Diversion estimates	\$11,714.48	\$ -	\$ -	\$11,714.48
2	Diversion Equipment Selection and Cost Estimating	\$33,340.42	\$10,300.00	\$ -	\$43,640.42
3	Equipment for Automation	\$31,025.61	\$10,300.00	\$ -	\$41,325.61
4	Facility Renovations and Cost Estimating	\$21,980.04	\$16,168.94	\$ -	\$38,148.98
5	Conceptual Equipment Plans and Feasibility Study Update	\$34,595.00	\$5,150.00	\$ -	\$39,745.00
6	Develop MOU	\$3,119.66	\$ -	\$14,996.80	\$18,116.46
7	Negotiate New BCWS Extension Agreement	\$3,123.73	\$ -	\$25,554.30	\$28,678.03
8	Organics RFP	\$3,744.40	\$ -	\$14,981.35	\$18,725.75
9	Other Support	\$3,740.33	\$ -	\$10,011.60	\$13,751.93
10	Meetings and Communications	\$3,748.47	\$ -	\$10,567.80	\$14,316.27
11	City Council Presentation(s)	\$2,498.98	\$ -	\$7,560.20	\$10,059.18
12	Engagement Management	\$ -	\$ -	\$2,008.50	\$2,008.50
Total		\$152,631.12	\$41,918.94	\$85,680.55	\$282,231.61

HDR Rate Sheet for SMaRT Station NextGen Project Proposal 2020

Last Name	Description	2020 Billing Rate
Buhlmann, Monica M	Project Controller	\$170.00
Dalrymple, Ryan R	Facilities Mechanical Assessor	\$150.00
Finn, Maureen C	Project Coordinator	\$125.00
Gesell, Gregory H	Mechanical Engineer	\$220.00
Haley, Henry P	Project Manager	\$284.00
Lari, Steven M	Drafting	\$127.00
Raibley, Timothy J	Project Manager	\$286.00
Ramirez, Andrea R	Staff Engineer	\$165.00
Liles, Cynthia E	Assistant Project Manager	\$225.00
Rella, Robert J	QC Lead	\$306.00
Wilson, Wayne B	Facilities Structural Assessor	\$172.00
Cash, Kathi Jo	Graphic Designer	\$98.00
Crawford, John Thomas	Mechanical Engineer	\$136.00
Drury, Kyle Joseph	Mechanical Engineer	\$120.00
Durnan, John A	Graphic Designer	\$110.00
Gaydos, Lara Lubon	Quality Control Manager	\$99.00
Hernandez, Jacqueline	Project Coordinator	\$117.00
Hocrath, Alicia D	Graphic Designer	\$109.00
Hodgens, Duane A	Sr. Mechanical Engineer	\$247.00
Lambert, Michael E	Architect	\$204.00
Zanko, Petr	Jr. Electrical Engineer	\$109.00
Gardenour, Stella L	Project Coordinator	\$106.00
Kingsbury, Cathy	Project Controller	\$161.00

EXHIBIT "C" INSURANCE REQUIREMENTS FOR CONSULTANTS/CONTRACTORS

Consultant/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 Consultant, his agents, representatives, or employees.

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

1. **Commercial General Liability:** \$4,000,000 per occurrence and \$4,000,000 aggregate for bodily injury, personal injury and property damage. ISO Occurrence Form CG 0001 or equivalent is required.
2. **Automobile Liability:** \$1,000,000 per accident for bodily injury and property damage. ISO Form CA 0001 or equivalent is required.
3. **Workers' Compensation** Statutory Limits and **Employer's Liability:** \$1,000,000 per accident for bodily injury or disease.

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

- Professional Liability Insurance / Errors and Omissions Liability in the minimum amount of \$2,000,000 per claim.

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 shall 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 certified mail, return receipt requested, has been given to the City of Sunnyvale.
6. 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 not 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.

Subcontractors

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



The City of Sunnyvale is now using **PINSAdvantage.com** to track Insurance Certificates and all related documents.

WHAT IS THE PROCESS?

PINS starts with the City of Sunnyvale. The City logs into PINS and emails a request for insurance to their Vendor/Contractor. The Vendor/Contractor forwards the request email to their Insurance Agent(s). The Insurance Agent(s) logs into www.PINSAdvantage.com and completes the insurance certificate online.

***Note:**

Vendors/Contractors will receive the insurance request email from: **no-reply@pinsadvantage.com**

Thank you for your compliance!

[SAMPLE INSURANCE REQUEST EMAIL]

To: [Vendor/Contractor Company Name]

The City of Sunnyvale is requesting proof of insurance for [Contract/Agreement]. Please be advised we have automated our insurance certificate tracking using PINS Advantage. Your agent(s) will need to provide us with the insurance certificate and any associated documentation through the following website: <https://www.pinsadvantage.com/>

Please forward this email to any Agent handling your Insurance.
Please follow the instructions below:

- Login to PinsAdvantage.com
- Register as new Agent
- Enter this Job Code: **XXXXXX##XX#**
- Complete Agent Registration
- Log in using User Name and Password
- Click add Certificate
- Enter this Job Code: **XXXXXX##XX#**
- Complete sections of the Certificate applicable to your Agency, and include the required Endorsements

Thank you,
City of Sunnyvale
emailaddress@sunnyvale.ca.gov
(###) ###-####

Disclaimer: This email was generated through PINS Advantage.

