

**ON-CALL SERVICES AGREEMENT BETWEEN CITY OF SUNNYVALE AND
ABLE CONSTRUCTION GROUP, INC. FOR SEWER LINE ON-CALL
MAINTENANCE AND REPAIR SERVICES**

THIS AGREEMENT dated _____ is by and between the CITY OF SUNNYVALE, a California chartered municipal corporation ("CITY"), and ABLE CONSTRUCTION GROUP, INC. ("CONTRACTOR"), a California Stock Corporation.

WHEREAS, CITY is in need of On-Call Maintenance and Repair Services For Sewer Lines;
and

WHEREAS, CITY advertised an Invitation For Bid (IFB) on August 8, 2024 for Sewer Line On-Call Maintenance and Repair Services; and

WHEREAS, CONTRACTOR submitted a bid on August 28, 2024; and

WHEREAS, CITY accepted CONTRACTOR bid submitted on August 28, 2024; and

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

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

1. Services by CONTRACTOR

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

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

2. Contract Term

The term of this Agreement shall be from September 29, 2024 through September 28, 2027, unless otherwise terminated in accordance with Section 17 below. Agreement may be renewed for an additional two (2) one-year extensions at the sole option of the City.

3. Payment of Fees and Expenses

CITY agrees to pay CONTRACTOR at the rates set forth in Exhibit "B". Total compensation shall not exceed six hundred thousand dollars and zero cents (\$600,000.00), unless upon written modification to this Agreement signed by both parties. CONTRACTOR shall submit progress payment invoices to CITY no more frequently than monthly to be paid in accordance with the procedures set forth in Exhibit "B".

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

4. No Assignment of Agreement

CONTRACTOR shall bind themselves, their partners, successors, assigns, executors, and administrators to all covenants of this Agreement. Except as otherwise set forth in this Agreement, no interest in this Agreement or any of the work provided for under this Agreement shall be assigned or transferred, either voluntarily or by operation of law, without the prior written approval of CITY. However, claims for money due to or to become due to CONTRACTOR from CITY under this Agreement may be assigned to a bank, trust company or other financial institutions, or to a trustee in bankruptcy, provided that written notice of any such assignment or transfer shall be first furnished to CITY. In case of the death of one or more members of CONTRACTOR's firm, the surviving member or members shall complete the services covered by this Agreement. Any such assignment shall not relieve CONTRACTOR from any liability under the terms of this Agreement.

5. Independent Contractor

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

6. Standard of Workmanship

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

7. Responsibility of CONTRACTOR

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

8. Right of CITY to Inspect Records of CONTRACTOR

CITY, through its authorized employees, representatives, or agents, shall have the right, at any and all reasonable times, to audit the books and records including, but not limited to, invoices, vouchers, canceled checks, time cards of CONTRACTOR for the purpose of verifying any and all charges made by CONTRACTOR in connection with this Agreement. CONTRACTOR shall maintain for a minimum period of three (3) years from the date of final payment to CONTRACTOR or for any longer period required by law, sufficient books and records in accordance with generally accepted accounting practices to establish the correctness of all charges submitted to CITY by CONTRACTOR. Any expenses not so recorded shall be disallowed by CITY.

9. No Pledging of CITY's Credit

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

10. Ownership of Material

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

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

11. Indemnity

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

12. Insurance Requirements

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

13. Wage Rates

Pursuant to the Labor Code of the State of California, or any applicable local law, Owner has ascertained the general prevailing rate per diem wages and rates for holidays, and overtime work in the city, for each craft, classification or type of laborer, worker, or mechanic needed to execute this Contract. Owner has adopted, by reference, the general prevailing rate of wages applicable to the work to be done under the Contract, as adopted and published by the Division of Labor Standards Enforcement and Labor Statistics and Research of the State of California, Department of Industrial Relations, to which reference is hereby made for a full and detailed description. A copy of the prevailing wage rates may be reviewed in the office of the Director of Public Works, City of Sunnyvale, 456 West Olive Avenue, Sunnyvale, California. Wage rates can also be obtained through the California Department of Industrial Relations website at: <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>

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

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

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

14. Conflict of Interest

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

15. Governing Law, Jurisdiction and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to conflict of law or choice of law principles. Proper venue for legal actions will be exclusively vested in a state court in the County of Santa Clara. The parties

agree that subject matter and personal jurisdiction are proper in state court in the County of Santa Clara and waive all venue objections.

16. Records, Reports and Documentation

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

17. Termination of Agreement

- A. If CONTRACTOR defaults in the performance of this Agreement, or materially breaches any of its provisions, CITY at its option may terminate this Agreement by giving written notice to CONTRACTOR. In the event of such termination, CONTRACTOR shall be compensated in proportion to the percentage of satisfactory services performed or materials furnished (in relation to the total which would have been performed or furnished) through the date of receipt of notification from CITY to terminate. CONTRACTOR shall present CITY with any work product completed at that point in time.
- B. Without limitation to such rights or remedies as CITY shall otherwise have by law, CITY also shall have the right to terminate this Agreement for any reason upon ten (10) days' written notice to CONTRACTOR. In the event of such termination, CONTRACTOR shall be compensated in proportion to the percentage of services performed or materials furnished (in relation to the total which would have been performed or furnished) through the date of receipt of notification from CITY to terminate. CONTRACTOR shall present CITY with any work product completed at that point in time.
- C. If CITY fails to pay CONTRACTOR, CONTRACTOR at its option may terminate this Agreement if the failure is not remedied by CITY within 30 days after written notification of failure to pay.

18. Subcontracting

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

19. Compliance with Laws

- A. CONTRACTOR shall not discriminate against, or engage in the harassment of, any City employee or volunteer or any employee of CONTRACTOR or applicant for employment because of an individual's race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or veteran or military status, or any protected characteristic in violation of

federal or state law. This prohibition shall apply to all of CONTRACTOR's employment practices and to all of CONTRACTOR's activities as a provider of services to the City.

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

20. Changes

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

21. Other Agreements

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

22. Severability Clause

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

23. Captions

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

24. Entire Agreement; Amendment

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

25. 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.

26. Ordering

The City shall require that the Consultant submit a proposal for each task order in competition with other consultants prior to issuing a Purchase Order under this Agreement. Task orders will only be issued by authorized users of this Agreement. The task order request will generally include:

- (a) the statement of work;
- (b) a list of reporting requirements and any other deliverables;
- (c) instructions to the Consultant including, for example, information concerning the period of performance, and any special terms or conditions applicable to the task order.

The City project manager will determine the due date for responses and the level of review required based on the nature and complexity of the requirements. Payment for services rendered in the Task Order will be made in accordance with the rates set forth in Exhibit B "Compensation Schedule" and may be contingent on the completion and approval of deliverables.

27. 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.

CITY OF SUNNYVALE ("CITY")

ABLE CONSTRUCTION GROUP, INC.
("CONTRACTOR")

By _____

By _____

City Manager

Name and Title

ATTEST:

By _____

By _____

City Clerk

Name and Title

APPROVED AS TO FORM:

By _____

City Attorney

Exhibit A SCOPE OF WORK

Requirements

- All construction shall be in accordance with the City of Sunnyvale Standard Details and Specifications.
- Contractor shall provide all traffic control as required by governing agency.
- If work is in easement/backyard coordinate with property owner or resident for access. Sunnyvale will provide door hangers to the contractor.
- Contractor shall make pre-construction video or take pictures as necessary to show existing conditions of the job site. The video and or pictures will be used in the event of a claim.
- Contractor shall, when necessary, implement Sunnyvale approved sewer bypass plan to control flow.
- Contractor is required to keep the sewer flow contained during repair work. If the flow is too high to just plug the pipe and backup the flow in the upstream pipe, the contractor must either bypass pump around the work area or use a Vactor truck to pump out upstream of the repair and discharge downstream of the repair.
- Post CCTV is to be completed by a NASSCO certified CCTV inspector.
- Contractor shall be responsible for all fines, damages, liabilities, and claims resulting from sanitary sewer overflows (SSOs) caused by their work.
- Contractor shall immediately report all SSOs caused by their work to Sunnyvale at 408-664-8466.
- Contractor shall restore job site to pre-construction condition or as approved by Sunnyvale.

Staff Size and Availability

Contractor at a minimum must have the resources and ability to respond to two (2) repair projects simultaneously. Two (2) full-size crews must be available consisting of the following minimum staffing: One (1) Superintendent who can run two jobs simultaneously, Two (2) Heavy Equipment Operator (one for each job); Six (6) Laborers (three for each job).

Response time

- Contractor is required to respond to request for price quote on **urgent (non-emergency)** repair within 24 hours and begin repairs within 5 business days.
- Contractor is required to respond with staff resources for **emergency** repair within 2 hours.

Traffic Control

- The contractor is required to provide and maintain throughout the duration of the project adequate traffic control for all modes of traffic, including vehicles, pedestrians, and bicycles. This may include creation of temporary pathways for pedestrians utilizing physical barriers such as water-filled k-rail. **Per the requirements, the contractor is responsible for downloading, reviewing, submitting traffic control plans which comply with the City's "Temporary Traffic Control Checklist and Guidelines" document, located on the City's website at: <https://www.sunnyvale.ca.gov/home/showpublisheddocument/1666/637820856600970000>**
- The contractor will be held accountable for compliance with the City approved traffic control plans.

Sewer Bypass Pumping

Sewer bypass pumping shall conform to the requirements contained in Section 500-1.2.4 of the "Greenbook" Standard Specifications for Public Works Construction latest edition. If bypass pumping is required, Contractor shall submit for review a sewage diversion / bypass pumping plan for review and approval.

Special Permits

Contractor to obtain any permits that may be required from other agencies, including but not necessarily limited to the City of Cupertino, County of Santa Clara and the Santa Clara Valley Water District.

**Exhibit B
COMPENSATION SCHEDULE**

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
1	Pickup Truck, ¾ -1 ton	HR	1	No Charge	No Charge
2	Job Truck with tools, 1-2 ton	HR	1	\$ 3.25	\$ 3.25
3	Vacuum Unit, Large	HR	10	\$ 300.00	\$ 3,000.00
4	Vacuum Unit, Small	HR	10	\$ 180.00	\$ 1,800.00
5	Hydro Flushing Unit	HR	80	\$ 240.00	\$ 19,200.00
6	Combination Hydro Flushing and Vacuum Unit	HR	80	\$ 300.00	\$ 24,000.00
7	Dump Truck, 5 cu. yard, Bobtail Dump Truck	HR	80	\$ 90.00	\$ 7,200.00
8	Dump Truck, 10 cu. yard, 10 Wheel Dump Truck	HR	10	\$ 100.00	\$ 1,000.00
9	Equipment Transport, including any required pilots (5 axle)	HR	80	\$ 31.25	\$ 2,500.00
10	Backhoe, Rubber Tire, 14'-18' Boom, Extend a Hoe, Case 580K or equal	HR	80	\$ 100.00	\$ 8,000.00
11	Hydraulic Crane, Truck Mounted, 30'-65' Boom, 5-8 ton capacity	HR	20	\$ 25.00	\$ 500.00
12	Loader, Rubber Tire, 1-2 cu. yard bucket, John Deere 344 H or equal	DY	2	\$ 100.00	\$ 200.00
13	Confined Space Entry Equipment (NOT including SCBA)	DY	2	\$ 175.00	\$ 350.00
14	Confined Space Entry Equipment (Including SCBA)	HR	8	\$ 100.00	\$ 800.00
15	Tamper or Vibratory Plate	HR	8	No Charge	No Charge
16	Road Oiler, 200 Gallon Capacity Minimum	HR	8	No Charge	No Charge
17	Roller, 3-5 Ton Capacity, Bomag Model BW135AD or Equal	HR	4	\$ 25.00	\$ 100.00
18	Compressor on Trailer With Tools, 85-125 CFM	HR	8	No Charge	No Charge
19	Water Pump (Gas/Electric) 3"	HR	32	No Charge	No Charge
20	Concrete Saw, 45-60 hp With Applicable Blades	HR	4	\$ 150.00	\$ 600.00
21	Concrete Vibrator	DY	20	No Charge	No Charge
22	Generator	DY	16	\$ 25.00	\$ 400.00
23	Hydraulic Trench Jack	DY	20	\$ 10.00	\$ 200.00
24	Steel Crossing Plate, 4' Minimum x 10' x 1"	HR	80	\$ 3.00	\$ 240.00
25	Flasherboard With Generator/Solar	HR	8	No Charge	No Charge
26	Trailer Mounted Light Set With Light Tower	DY	20	No Charge	No Charge
27	Barricade With Lights	DY	20	No Charge	No Charge
28	Barricade Without Lights	DY	80	No Charge	No Charge
29	Flagstand	DY	400	No Charge	No Charge

30	Traffic Cone	DY	400	No Charge	No Charge
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ITEM	DESCRIPTION WITHOUT PREVAILING WAGE	UNIT	QTY	UNIT PRICE	TOTAL
1	Furnish foreperson - Straight Time	HR	1	\$ 147.00	\$ 147.00
2	Furnish equipment operator, all classes - Straight Time (Backhoe, Loader, Excavator, Combo Unit)	HR	1	\$ 128.00	\$ 128.00
3	Furnish teamster, all classes -Straight Time	HR	1	\$ 108.00	\$ 108.00
4	Furnish laborer, all classes - Straight Time	HR	1	\$ 108.00	\$ 108.00
5	Furnish plumber, all classes - Straight Time	HR	1	\$ 185.00	\$ 185.00

1	Emergency Repair Response Labor Mark-up	% Premium	5%
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1	Emergency Repairs: miscellaneous materials and equipment, including (but not limited to) pipes, manhole barrels & cones, grade rings, backfill, asphalt, concrete, and appurtenances	% Overhead & Profit	50%
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Exhibit C
INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the Contractor, their agents, representatives, or employees.

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

1. **Commercial General Liability:** coverage written on an occurrence basis with limits not less than \$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 contract for bodily injury and property damage. ISO Form shall be at least as broad as CA 0001.
3. **Workers' Compensation:** Statutory Limits and **Employer's Liability:** \$1,000,000 per accident for bodily injury or disease.

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

- ☐ Liquor Liability coverage written on an occurrence basis with limits not less than \$1,000,000 per occurrence.
- ☐ Professional Liability / Errors and Omissions Liability coverage with limits not less than \$2,000,000 per occurrence or claim.
- ☐ Cyber & Tech Liability coverage with limits not less than of \$1,000,000 per occurrence or claim.
- ☐ Valuable Papers and Electronic Data Processing with limits not less than \$10,000 each.
- ☐ Crime coverage with limits not less than \$500,000 to include third party premises endorsement.
- ☐ If working directly with minors, the Certificate of Insurance must include coverage for molestation and sexual abuse with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
- ☒ **Pollution Liability** coverage with limits not less than \$1,000,000 per occurrence.
- ☐ MCS-90 Endorsement to Business Automobile insurance for transportation of hazardous materials and pollutants.
- ☐ Builder's Risk / Course of Construction coverage written on an "all risk" basis with limits equal to the completed value of the project and no coinsurance penalty provisions.
- ☐ Installation Floater coverage written on an "all risk" basis with limits equal to the completed value of the project and no coinsurance penalty provisions.

- ☐ Garage Liability coverage written on an occurrence basis with limits not less than \$1,000,000 per occurrence.
- ☐ Garage Keepers Liability coverage with limits not less than \$100,000 per location.
- ☐ On-Hook coverage with limits not less than \$100,000 per vehicle.

Deductibles, Self-Insured Retentions and Other Coverages:

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

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

Other Insurance Provisions:

1. During the term of the contract, the City of Sunnyvale, its officers, officials, employees, agents, and volunteers are to be covered as an additional insured in the Contractor's commercial general liability policy (and if industry specific coverage box is checked above, liquor liability, valuable papers, electronic data processing, cyber & tech liability, pollution liability, sexual abuse and molestation, builder's risk, and installation floater policies) with respect to liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, 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 contract, the Contractor's Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Sunnyvale.
3. For all Architects, Engineers and Design Professionals - If Industry Specific Coverage box is checked above and if the Contractor's Professional Liability/Errors and Omissions coverage is written on a claims made basis:
 - a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - b. 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 contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of *three (3) years after completion of contract work*
4. If Industry Specific Coverage box is checked above, during the term of the contract, the Contractor's Builder's Risk / Course of Construction or Installation Floater policy shall provide coverage for any building, structures, machinery or equipment that is damaged, impaired, broken or destroyed during the performance of the Work, including during transit, installation and testing. The policy shall name the City as a Loss Payee with respect to any repairs or replacement of any damaged property or other amounts payable under the policy.

5. For any claims related to this project, the Contractor's insurance shall be primary. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents and volunteers shall be excess of the Contractor's insurance and shall not contribute with it and shall be at least as broad as ISO CG 20 01 04 13.
6. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees, agents or volunteers.
7. The Contractor'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.
8. 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 email to risk management@sunnyvale.ca.gov, has been given to the City.
9. Any umbrella or excess insurance liability policies shall be true "following form" of the underlying policy coverage, terms, conditions, and provisions and shall meet all of the insurance requirements stated in this document, including the additional insured, SIR, and primary and non-contributory insurance requirements for the benefit of City (if agreed to in a written contract or agreement) until all coverage carried by or available to the Contractor's primary and excess liability policies are exhausted and before the City's own Insurance or self-insurance shall be called upon to contribute to a loss.
10. The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated above shall not serve to reduce the Contractor's policy limits of coverage. Therefore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, 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's Risk Manager.

Verification of Coverage:

City utilizes PINSAdvantage.com (PINS) to track and verify all insurance related documents. City is no longer accepting Certificates of Insurance by mail and requires the use of PINS. City will email the Contractor requesting proof of insurance for this Contract through the PINS platform (no-reply@pinsadvantage.com), which include instructions on how to upload insurance documents electronically. Contractor shall furnish the City with an electronic Certificate of Insurance effecting the coverage required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf and name City of Sunnyvale, Attn: Risk Management, 456 W. Olive Ave, Sunnyvale, CA 94088 as the certificate holder. All certificates are to be received and approved by the City, Risk Manager prior to commencement of work.

The Contractor shall provide certificate(s) evidencing renewals of all insurance required herein prior to the expiration date of any such insurance. Contractor shall submit insurance certificates

reflecting the policy renewals through PINS. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Subcontractors

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