

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

THIS AGREEMENT dated \_\_\_\_\_ is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and ABLE CONSTRUCTION GROUP, INC ("CONTRACTOR").

WHEREAS, CITY desires to secure on-call technical services necessary for sewer line maintenance and repair services and

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

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

1. Services by CONTRACTOR

CONTRACTOR shall provide services in accordance with Exhibit "A" entitled "Scope of Work." and in accordance with IFB 21-0154. All exhibits referenced in this Agreement are attached hereto and are incorporated herein by reference. To accomplish that end, CONTRACTOR agrees to assign Glen W. Gilbert to this project, to act in the capacity of Project Manager and personally direct the services to be provided by CONTRACTOR.

Except as specified in this Agreement, CONTRACTOR shall furnish all technical services, including labor, material, equipment, transportation, supervision and expertise to perform all operations necessary and required to satisfactorily complete the services required in this Agreement.

2. Contract Term

The term of this Agreement shall be from the date of execution for a one-year period, unless otherwise terminated. Agreement may be renewed for an additional two one-year periods 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 Four Hundred Thousand and No/100 Dollars, \$400,000, 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" attached and incorporated by reference.

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.

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

CONTRACTOR shall indemnify and hold harmless CITY and its officers, officials, employees and volunteers against any and all suits, claims, damages, liabilities, costs and expenses, including attorney fees, arising out of the performance of the work described herein, caused by or related to the negligence, recklessness, or willful misconduct of CONTRACTOR, its employees, subcontractors, or agents in the performance (or non-performance) of services under this Agreement.

12. Insurance Requirements

The City requires that all contractors maintain insurance requirements on the Pacific Insurance Network System (PINS). CONTRACTOR 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 and/or endorsements as specified in Exhibit "C."

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

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

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, 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 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.

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 signed by all parties.

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. 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

ABLE CONSTRUCTION GROUP  
("CONTRACTOR")

By \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Name/Title

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

By \_\_\_\_\_

\_\_\_\_\_  
Name/Title

**EXHIBIT A**  
**SCOPE OF WORK (SOW)**  
**Sewer Line On-Call Maintenance and Repair Services**

**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 Guidelines" document, located on the City's website at: <https://sunnyvale.ca.gov/civicax/filebank/blobdload.aspx?BlobID=23792>**
- **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

### SECTION VI. BID FORM (RETURN THIS FORM)

#### SEWER LINE ON-CALL MAINTENANCE AND REPAIR

Honorable City Council  
City of Sunnyvale  
Sunnyvale, California

The undersigned bidder hereby offers to perform the required services "Sewer Line On-Call Maintenance and Repair Services" F21-154 for the Environmental Services Department for the following price(s) in strict compliance with the specifications, terms and conditions set forth in this bid invitation.

#### BASE BID

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
1	Pickup Truck, ¾ -1 ton	HR	1	\$ 6.25	\$6.25
2	Job Truck with tools, 1-2 ton	HR	1	\$ 31.25	\$31.25
3	Vacuum Unit, Large	HR	10	\$300.00	\$3,000.00
4	Vacuum Unit, Small	HR	10	\$300.00	\$3,000.00
5	Hydro Flushing Unit	HR	80	\$240.00	\$19,200.00
6	Combination Hydro Flushing and Vacuum Unit	HR	80	\$340.00	\$27,200.00
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	\$100.00	\$8,000.00
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	\$50.00	\$1,000.00
12	Loader, Rubber Tire, 1-2 cu. yard bucket, John Deere 344 H or equal	DY	2	\$300.00	\$600.00

ITEM	DESCRIPTION WITH 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 15%
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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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#### ADDITIONAL INFORMATION

- Company Name Able Construction Group Inc.
- Address from which service will be provided: 1020 Ruff Drive, San Jose, CA 95110
- Number of Years Providing the Specified Service 9 years
- Standard Operating Days and Hours Monday - Friday, 8am-5pm
- Business Organization (Check One):  
☐ Individual Proprietorship  
☐ Partnership  
☒ Corporation  
☐ Other \_\_\_\_\_

11. Does your company have the 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). Include information on contracts of similar nature that are managed at the same time in Question 12.

Yes X No \_\_\_\_\_

12. List three organizations for whom bidder performed similar services of a similar scope in the last three years.

A. Organization Cupertino Sanitary District

Location 20863 Stevens Creek Blvd., Suite 100, Cupertino, CA 95014

Contact Person Rick Almondia Telephone Number (408) 253-7071

Describe work performed by bidder Various size sewer repairs and maintenance. On-call services.

Date work was performed 06/01/2020 - 07/01/2021 and previous years as well

B. Organization West Valley Sanitation District

Location 100East Sunnyoaks Ave., Campbell, CA 95008

Contact Person Alan Kam, P.E. Telephone Number (408) 385-3030

Describe work performed by bidder Sanitary sewer repair contract.

C. Organization CSD 2-3

Location 20863 Stevens Creek Blvd., Suite 100, Cupertino, CA 95014

Contact Person Frank Quach Telephone Number (408) 253-7071

Describe work performed by bidder Various size sewer repairs and maintenance. On-call services.

13. List subcontractors, if any, who will perform work under this contract. Attach additional sheets, if necessary.

A. Company Valley Concrete

Location 1020 Ruff Drive, San Jose, CA 95110

Describe work to be subcontracted Concrete repairs and labor.

B. Company \_\_\_\_\_

Location \_\_\_\_\_

Describe work to be subcontracted \_\_\_\_\_

C. Company \_\_\_\_\_

Location \_\_\_\_\_

Describe work to be subcontracted \_\_\_\_\_

Contractor and Subcontractor(s) Department of Industrial Relations (DIR) registration number(s):

Contractor	PWC Registration Number	Email Address
Able Construction Group Inc.	1000054177	rochelle@ableseptic.com
Subcontractor(S)	PWC Registration Number	Email Address
Valley Concrete	1000029490	wendy@ableseptic.com

### ADDENDA

Bidder acknowledges receipt of the following Addenda:

Number 1 Date 06/21/2021

Number \_\_\_\_\_ Date \_\_\_\_\_

Number \_\_\_\_\_ Date \_\_\_\_\_

By signing below, the submission of a bid shall be deemed a representation and certification by the Bidder that they have investigated all aspects of the IFB, that they are aware of the applicable facts pertaining to the IFB process, its procedures and requirements, and that they have read and understand the IFB.



### SIGNATURE

Signature

President

Title

Glen W. Gilbert

06/30/2021

Name (printed or typed)

Date

(408) 377-9990

(408) 275-1576

Telephone Number

Fax Number

81-5132036

076472

Tax ID Number

Sunnyvale Business License Number

## 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, his agents, representatives, or employees.

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

1. **Commercial General Liability**: \$2,000,000 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.

### Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared and approved by the City of Sunnyvale. The contractor 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** policy 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 Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. 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 Contractor'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 Contractor'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 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.
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.

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

Contractor 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.



**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](http://www.PINSAdvantage.com) and completes the insurance certificate online.

**\*Note:**

*Vendors/Contractors will receive the insurance request email from: [no-reply@pinsadvantage.com](mailto:no-reply@pinsadvantage.com)*

***Thank you for your compliance!***

