

**Council Meeting: July 22, 2008**

SUBJECT: Authorization to Modify an Existing Contract for Environmental Consulting Services for the Sunnyvale Town Center Redevelopment Project (F0807-01)

REPORT IN BRIEF

Approval is requested to increase authorized expenditures from \$150,000 to \$300,000 and extend an existing two-year contract with the URS Corporation of San Jose for one additional year to provide “on-call” environmental consulting services for the Sunnyvale Town Center Redevelopment Project as required by the Office of the City Attorney.

BACKGROUND

Council awarded a two-year contract with URS Corporation on July 24, 2007 (RTC #07-266), in an amount not to exceed \$150,000, for ongoing environmental consulting services involving the assessment of and response to environmental remediation at the Sunnyvale Town Center Redevelopment Project, to both implement the provisions of the Amended and Restated Disposition and Development and Owner Participation Agreement (ARDDOPA) between the City and the developer, and to provide responses to the State regulatory agencies which have oversight responsibility for the site.

DISCUSSION

The remediation of hazardous materials contamination at the project site has moved from the development of a remediation plan to the implementation of that plan. The first phase, vapor well extraction of soil gases, has been completed, and the second phase of direct injection to treat ground water contamination is well under way. The complexity of the remediation technology being put in place and the reporting required to the State regulatory agencies overseeing the site have required more consultant review than was originally anticipated, and have increased the expenditures under the contract. It is anticipated that as the project moves from remediation to monitoring, the environmental consulting costs should drop.

FISCAL IMPACT

Total cost to the City for a three-year contract for “on-call” environmental consulting services will not exceed \$300,000. Funds are available in Capital Project No. 826700 (Town Center Site Investigation).

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall, in the Council Chambers lobby, in the Office of the City Clerk, at the Library, Senior Center, Community Center and Department of Public Safety; posting the agenda and report on the City's Web site; and making the report available at the Library and the Office of the City Clerk.

RECOMMENDATION

It is recommended that Council increase authorized expenditures under an existing two year contract with URS Corporation, and extend by one year, in substantially the same form as the attached draft amendment, for "on-call" environmental consulting services, making a three-year contract amount not to exceed \$300,000.

Reviewed by:

Mary J. Bradley, Director of Finance
Prepared by: David Gakle, Principal Buyer

Reviewed by:

David Kahn
City Attorney

Approved by:

Amy Chan
City Manager

Attachments

- A. Draft Amendment to Consultant Services Agreement
- B. Consultant Services Agreement

**AMENDMENT TO CONSULTANT SERVICES AGREEMENT
BETWEEN CITY OF SUNNYVALE AND URS CORPORATION
FOR ON-CALL ENVIRONMENTAL CONSULTING SERVICES**

This Amendment to Consultant Services Agreement, dated _____, is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY") and URS CORPORATION, a Nevada corporation ("CONSULTANT").

WHEREAS, on August 9, 2007, CITY and CONSULTANT entered into a Consultant Services Agreement whereby CONSULTANT would provide specialized services in relation to providing on-call environmental consulting services for the Sunnyvale Town Center Redevelopment Project; and

WHEREAS, the parties now agree that an Amendment to said Agreement is advisable;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AMENDMENT TO CONSULTANT SERVICES AGREEMENT:

Section 1 – Services by CONSULTANT - Delete the original section and replace it with the following:

CONSULTANT shall provide services in Accordance with Exhibit "A" and Exhibit "A-1" attached and incorporated by reference. CONSULTANT shall determine the method, details and means of performing the services.

Section 2 – Time for Performance – Delete the original section and replace it with the following:

The term of this agreement shall be for a three (3) year period, beginning on the date of Agreement execution, unless otherwise terminated. Extensions of time may be granted by the City Manager upon a showing of good cause.

Section 4 – Compensation - Delete the original section and replace it with the following:

CITY agrees to pay CONSULTANT at the hourly rates shown on the FY2007 Schedule of Fees and Charges (Exhibit "B"). Total compensation shall not exceed Three Hundred Thousand and No/100 Dollars (\$300,000.00). CONSULTANT shall submit invoices to the CITY no more frequently than monthly for services provided to date. Payment shall be made within thirty (30) days upon receipt of an accurate, itemized invoice by CITY'S Accounts Payable Unit.

All other terms and conditions remain unchanged.

IN WITNESS WHEREOF, the parties have executed this Agreement Amendment.

ATTEST:

CITY OF SUNNYVALE ("CITY")

By _____
City Clerk

By _____
City Manager

APPROVED AS TO FORM:

URS CORPORATION
("CONSULTANT")

By _____
City Attorney

By _____

Name and Title

By _____

Name and Title



July 2, 2008

Kathryn Berry
City of Sunnyvale
Sr. Assistant City Attorney
456 West Olive Avenue
Sunnyvale, CA 94086

Re: **Proposal – Environmental Tasks
Sunnyvale Town and Center Mall
Sunnyvale, California**

Dear Kathryn:

URS Corporation is pleased to submit this proposal to our proposals to provide further support tasks related to Site Assessments being conducted at the above referenced location. Our scope of work and costs are outlined below.

SCOPE

The tasks involve:

- Field related support at the Site while activities are being conducted by other designated Consultants on the above referenced property;
- Supporting with review of data and reports; and
- Attending meetings and conference calls.
- Tasks associated with RWQCB compliance with regulatory oversight.

Based on the types of documents that have been and are being planned to support the project, the following listing is an example of reports that are anticipated:

- Remedial Action Plan;
- SVE Monthly Reports and closeout documents;
- Groundwater monitoring reports;
- Groundwater treatment systems and associated reports;
- Site Investigation reports;

URS Corporation
55 South Market Street, Suite 1500
San Jose, CA 95113
Tel: 408.297.9585
Fax: 408.297.6962



- Vapor Monitoring Systems and associated reports;
- Public Meeting and supporting fact sheets

SCHEDULE, ESTIMATED CHARGES AND TERMS CONDITIONS

We propose our services on a time and materials basis, and in accordance with the attached Consultant Services Agreement. We propose an initial budgetary figure of \$150,000. Our schedule will be established after consultations with you.

URS services are performed in a professional manner with the interests of our clients in mind. URS' objective is to provide our services with care, exercising the customary thoroughness and competence of consulting professionals in the relevant disciplines, in accordance with the standard for professional services at the time and location those services are rendered. It is important to recognize that even the most comprehensive scope of services may fail to detect environmental liabilities at a particular site. Therefore, URS cannot act as insurers and cannot "certify" that a site is free of environmental contamination, and no expressed or implied representation or warranty is included or intended in our reports, except that our services were performed, within the limits prescribed by our client, with the customary thoroughness and competence of our profession.

URS trusts the services outlined in this proposal meet your current requirements. This proposal and its attachments will constitute the contractual agreement between us. The services and estimate presented herein are applicable for a period of 30 days from the date of this proposal.

As you know, most of these tasks have been completed. I would therefore appreciate receiving a signed copy of Work Order A1 for our files as soon as possible.

Thank you for the opportunity to be of assistance. Please contact me at (408) 297-9585 if you have any questions or require further assistance.

Very truly yours,
URS Corporation

A handwritten signature in black ink, appearing to read 'Sue Vedantham'.

Sue Vedantham, REA, CEP, REM, CEA
Vice President, Project Manager



TIME AND MATERIALS WORK ORDER No. A2

In accordance with the Agreement for Professional Services between City of Sunnyvale ("Client"), and URS Corporation Americas ("URS"), a Nevada corporation, dated 7/2/08, this Work Order describes the Services, Schedule, and Payment Conditions for URS Services on the Project known as:

Proposal dated 7/2/08 - Proposal – Environmental Tasks

Client Authorized Representative: Kathryn Berry

Address: 456 West Olive Avenue
Sunnyvale, CA 94086

Telephone:

URS Authorized

Representative: S. Vedantham

Address: 55. S. Market, Ste 1500, San Jose, CA 95113

Telephone No.: (408)297-9585

SERVICES. The Services shall be described in Attachment 1 (Proposal dated 7/2/08) to this Work Order.

SCHEDULE. The Estimated Schedule shall be set forth in Attachment 1 to this Work Order. Because of the uncertainties inherent in the Services, Schedules are estimated and are subject to revision unless otherwise specifically described herein.

PAYMENT. Payment of \$0 is due upon signature of this Work Order and will be applied against the final invoice for this Work Order. URS charges shall be on a "time and materials" basis and shall be in accordance with the URS Schedule of Fees and Charges in effect at the time the Services are performed. Payment provisions and the URS current Schedule of Fees and Charges are attached to this Work Order as Attachment 2

TERMS AND CONDITIONS. The terms and conditions of the Agreement referenced above shall apply to this Work Order, except as expressly modified herein.

ACCEPTANCE of the terms of this Work Order is acknowledged by the following signatures of the Authorized Representatives.

CLIENT

URS

Signature

Signature

S. Vedantham, Vice President

Typed Name/Title

Typed Name/Title

Date of Signature

7/2/08
Date of Signature 7/2/08

**CONSULTANT SERVICES AGREEMENT
BETWEEN THE CITY OF SUNNYVALE AND URS CORPORATION
FOR ON-CALL ENVIRONMENTAL CONSULTING SERVICES**

THIS AGREEMENT dated August 9, 2007 is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and URS CORPORATION, a Nevada corporation ("CONSULTANT").

WHEREAS, CITY is in need of specialized services in relation to providing on-call environmental consulting services for the Sunnyvale Town Center Redevelopment Project; and

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

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

1. Services by CONSULTANT

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

2. Time for Performance

The term of this Agreement shall be for a two (2) year period, beginning on the date of Agreement execution, unless otherwise terminated. Extensions of time may be granted by the City Manager upon a showing of good cause.

3. Duties of CITY

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

4. Compensation

CITY agrees to pay CONSULTANT at the hourly rates shown on the FY2007 Schedule of Fees and Charges (Exhibit "B"). Total compensation shall not exceed One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00). CONSULTANT shall submit invoices to CITY no more frequently than monthly for services provided to date. 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. 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. Indemnity

CONSULTANT shall indemnify, defend, and hold harmless the CITY, its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses, including attorney fees, arising out of the performance of the services described in Exhibit "A", caused in whole or in part by any negligent act or omission of CONSULTANT, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence or willful misconduct of the CITY.

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 and endorsements as specified in Exhibit "C".

12. CITY Representative

Kathryn Berry, Senior Assistant City Attorney, 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

Susie Vedantham, 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 shall be in writing, and shall be personally delivered, sent by first class with postage prepaid, or by sent by commercial courier, addressed as follows:

To CITY: Kathryn Berry, Senior Assistant City Attorney
Office of the City Attorney
CITY OF SUNNYVALE
P. O. Box 3707
Sunnyvale, CA 94088-3707

To CONSULTANT: Susie Vedantham, Vice President
URS Corporation
55 So. Market Street, Suite 1500
San Jose CA 95113

Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by telephone or facsimile transmission, to accomplish timely communication. However, to constitute effective notice, written confirmation of a telephone conversation or an original of a facsimile transmission must be sent by first class mail or commercial carrier, or hand delivered. 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 two days after mailing, unless such date is a date on which there is no mail service. In that event communication is deemed to occur on the next mail service day.

15. Assignment

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

16. Termination

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. If CITY fails to pay CONSULTANT, CONSULTANT at its option may terminate this Agreement if the failure is not remedied by CITY within thirty (30) days from the date payment is due.

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.

17. Entire Agreement; Amendment

This writing constitutes the entire agreement between the parties relating to the services to be performed or materials to be furnished hereunder. No modification of this Agreement shall be effective unless and until such modification is evidenced by writing signed by all parties.

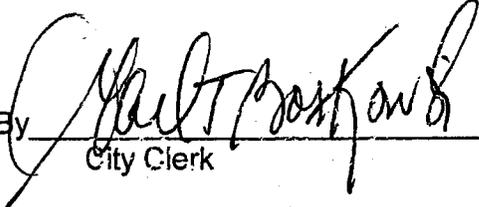
18. Miscellaneous

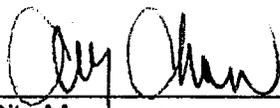
Time shall be of the essence in this Agreement. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision. This Agreement shall be governed and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

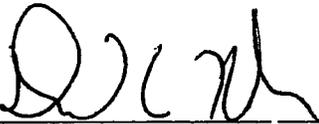
CITY OF SUNNYVALE ("CITY")

By 
City Clerk

By 
City Manager

APPROVED AS TO FORM:

URS CORPORATION ("CONSULTANT")

By 
City Attorney

By 

S. VEDANTHAM, VICE PRESIDENT
Name and Title

By _____

Name and Title



EXHIBIT A

April 30, 2007

Kathryn Berry
City of Sunnyvale
Sr. Assistant City Attorney
456 West Olive Avenue
Sunnyvale, CA 94086

**Re: Proposal – Environmental Tasks
Sunnyvale Town and Center Mall
Sunnyvale, California**

Dear Kathryn:

URS Corporation is pleased to submit this proposal to our proposals to provide further support tasks related to Site Assessments being conducted at the above referenced location. Our scope of work and costs are outlined below.

SCOPE

The tasks involve:

- Field related support at the Site while activities are being conducted by other designated Consultants on the above referenced property;
- Supporting with review of data and reports; and
- Attending meetings and conference calls.
- Tasks associated with RWQCB compliance with regulatory oversight.

SCHEDULE, ESTIMATED CHARGES AND TERMS CONDITIONS

We propose our services on a time and materials basis, and in accordance with the attached Consultant Services Agreement. We propose an initial budgetary figure of \$150,000. Our schedule will be established after consultations with you.

URS services are performed in a professional manner with the interests of our clients in mind. URS' objective is to provide our services with care, exercising the customary thoroughness and competence of consulting professionals in the relevant disciplines, in accordance with the standard for professional services at the time and location those services are rendered. It is important to recognize that even the most comprehensive scope of services may fail to detect environmental

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Tel: 408.297.9585
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URS

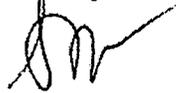
liabilities at a particular site. Therefore, URS cannot act as insurers and cannot "certify" that a site is free of environmental contamination, and no expressed or implied representation or warranty is included or intended in our reports, except that our services were performed, within the limits prescribed by our client, with the customary thoroughness and competence of our profession.

URS trusts the services outlined in this proposal meet your current requirements. This proposal and its attachments will constitute the contractual agreement between us. The services and estimate presented herein are applicable for a period of 30 days from the date of this proposal.

As you know, most of these tasks have been completed. I would therefore appreciate receiving a signed copy of Work Order A1 for our files as soon as possible.

Thank you for the opportunity to be of assistance. Please contact me at (408) 297-9585 if you have any questions or require further assistance.

Very truly yours,
URS Corporation



Sue Vedantham, REA, CEP, REM, CEA
Vice President, Project Manager

EXHIBIT B

URS CORPORATION SAN JOSE OPERATIONS FY 2007 SCHEDULE OF FEES AND CHARGES CITY OF SUNNYVALE

The following describes the basis for compensation for services performed during the fiscal year 2007. This Schedule of Fees and Charges will be adjusted annually on January 1st to reflect merit and economic salary increases, and changes in the expected level and mode of operations for the New Year. The new Schedule of Fees and Charges will apply to existing and new assignments.

PERSONNEL CHARGES

The charge for all time required in the performance of the Scope of Services, including office, field and travel time, will be at the Unit Price Hourly Rates set forth below for the labor classifications indicated.

<u>Labor Classification</u>	<u>Hourly Rates</u>
Clerk*	68
Technical Typist/Word Processor*	80
Technician*	90
Drafter/Illustrator/Editor*	100
Assistant Staff Professional/Technician*	105
Contract Administrator	110
Senior Drafter/Illustrator*	110
Senior Technician/Lab/Field Supervisor*	115
Staff Professional	120
Senior Staff Professional	135
Assistant Project Professional	150
Project Professional	165
Senior Project Professional	185
Consulting Professional	190
Senior Consulting Professional	200
Principal/Senior Principal Professional	240

Charges for contract personnel under URS supervision and using URS facilities will be made according to the hourly rate corresponding to their classification. When staffs are performing fieldwork on projects, a minimum daily charge of 4 hours will apply.

When URS staffs appear as expert witnesses at court trials, arbitration hearings and depositions, their time will be charged at \$250 per hour.

Overtime (hours worked in excess of eight (8) hours per day) by exempt personnel will be charged at the above straight hourly rate. Overtime by non-exempt personnel (classifications identified by an asterisk "**") will be charged at 1.3 times the above hourly rates.

Special project accounting reporting and financial services, including submission of invoice supporting documentation, will be charged at the rate of a clerk.

URS LABORATORY SERVICES

The charges for laboratory testing performed at URS facilities set forth in the Schedule of URS Laboratory Testing Charges.

OTHER PROJECT CHARGES

Subcontracts and other Non-Salary Expenses

The cost of services subcontracted by URS to others and other outside costs incurred by URS that are directly identifiable to the project, will be charged at cost plus 10%.

Computers

The charge for use of in-house computers for spreadsheets, word processing and other similar functions is \$7.00 per hour. The charge for use of Computer-Aided Design and Drafting (CADD), graphics generation, modeling applications and similar technical computing is \$25.00 per hour. The charge for use of the Geographic Information Systems (GIS) is \$35.00 per hour.

In addition to the above, there will be a charge of \$5.00 each for paper plots and \$15.00 each for mylar plots generated by the CADD and GIS systems.

Document Reproduction

In-house reproduction will be charged a \$0.10 per page for black and white, and \$0.50 per page for color.

Specialized Equipment

The use of specialized equipment will be the fixed rental rates set forth in the schedule of URS Specialized Equipment Charges.

Vehicles and Mileage

The mileage charges for personal vehicles used on project assignments will be the then current mileage rate established by the Internal Revenue Service for tax purposes, which is currently \$0.485 per mile.

URS owned vehicles used on project assignments will be charged at \$90 per day, with a minimum charge of one-half day.

This Fee Schedule contains confidential business information and is not to be copied or distributed for any purpose other than the use intended in this contract.

EXHIBIT "C"
INSURANCE REQUIREMENTS

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

Minimum Scope and Limits of Insurance

CONSULTANT shall maintain limits no less than:

1. **Commercial General Liability**: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. ISO Occurrence Form CG 0001 is required.
2. **Automobile Liability**: \$1,000,000 per accident for bodily injury and property damage. ISO Form CA 0001 is required.
3. **Workers' Compensation** and **Employer's Liability**: \$1,000,000 per accident for bodily injury or disease.
4. **Errors and Omissions** Liability Insurance appropriate to CONSULTANT's profession: \$1,000,000 per occurrence.

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

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

1. CITY, its officials, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of activities performed by or on behalf of CONSULTANT; products and completed operations of CONSULTANT; premises owned, occupied or used by CONSULTANT; or automobiles owned, leased, hired or borrowed by CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents or volunteers, except as follows: Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of section 2782 of the Civil Code.

2. For any claims related to this project, CONSULTANT's insurance shall be primary. Any insurance or self-insurance maintained by CITY, its officers, officials, employees, agents and volunteers shall be excess of 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 CITY, its officers, officials, employees, agents or volunteers.
4. 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 CITY.

Acceptability of Insurers

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

Verification of Coverage

CONSULTANT shall furnish to CITY original Certificate(s) of Insurance and endorsements effecting the coverage required. The Certificate(s) shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by CITY prior to commencement of work.