

**Council Meeting: April 26, 2011****SUBJECT: Award of Contract for a Feasibility Study for Storm Pump Station No. 2 Rehabilitation (F1012-56)****BACKGROUND**

Approval is requested to award a contract to Schaaf & Wheeler Consulting Civil Engineers of Santa Clara in an amount not to exceed \$96,522, plus a 10% project contingency in the amount of \$9,652, to do a complete feasibility study of rehabilitating Storm Pump Station No. 2.

The Sunnyvale Storm Pump Station No. 2 is located at 999 E. Caribbean Drive, at the edge of Baylands Park. The station pumps storm water from a collection basin over the levee and into the Guadalupe Slough. It was designed and built in 1960, and includes four pumps and natural gas engines, and one submersible electrical pump. The pump station was designed with no emergency backup generator, but with propane gas backup and space for two additional spare pumps and engines for the future. In 1990, one new pump and engine were added. In 2007, the deteriorated storage levee was repaired and sedimentation and vegetation removed from the storage basin.

The pumps and engines are getting old and becoming unreliable, in need of frequent repair. Prior to specifying improvements, the City needs a comprehensive analysis of the structure, including seismic study, to determine the most cost-effective solution to make the station meet all current regulatory codes and standards, and protect the area from a 100-year storm. The feasibility study to be done under this project will evaluate the hydrology of the drainage basin, provide consideration of raising the levee elevation for future flood control, and provide recommendations of options for new pumps and motors with better controls, higher efficiencies and strategies for cost-effectiveness and sustainability.

DISCUSSION

Request for Proposal (RFP) specifications were prepared by Public Works and Purchasing staff. Request for Proposals No. F1012-56 was sent to six engineering firms that were prequalified in the Wastewater Collection category of the **Sunnyvale Works!** prequalification program. Five responsive proposals were received as follows:

Schaaf & Wheeler, of Santa Clara	\$87,196
Carollo Engineers, of Walnut Creek	\$98,839

Infrastructure Engineering Corp. (IEC), of Menlo Park	\$140,054
HydroScience Engineers, Inc., of San Jose	\$140,139
West Yost Associates, of Walnut Creek	\$178,092

Proposals were evaluated and ranked by an evaluation team consisting of Public Works Engineering and Field Services staff. Proposals were evaluated on qualifications, experience, quality, project understanding and price. Schaaf & Wheeler (lowest cost) tied with West Yost Associates (highest cost) as the highest ranked proposer. Schaaf & Wheeler was selected to meet with City staff and discuss their proposal and confirm their proposal pricing. During the course of the meeting, Schaaf & Wheeler engineers expressed some concern about the condition of the pump station outfall piping. Although not included in the City's original work scope, the engineers noted that the large diameter pipes, which carry the pump station output to the adjacent slough, have rust and corrosion due to being submerged in muddy water. The City Engineer agreed, and Schaaf and Wheeler was tasked with modifying their scope and proposal pricing to add outfall pipe evaluation including cathodic testing for rust and corrosion. Their new proposal added \$9,326 for outfall evaluation for a new total of \$96,522.

Staff recommends awarding a contract, including the modified work scope, to Schaaf & Wheeler Consulting Civil Engineers to do a complete feasibility study of rehabilitating Storm Pump Station No. 2.

Depending on the outcome of the feasibility study, Public Works will determine whether detailed engineering design and construction bidding documents will be required for this project.

FISCAL IMPACT

Project costs are as follows:

Complete feasibility study of rehabilitating Storm Pump Station No. 2	\$96,522
Project Contingency (10%)	<u>\$9,652</u>
Total cost	\$106,174

Funds are available in Project 822762 (Storm Pump Station Number 2 Rehabilitation).

PUBLIC CONTACT

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

RECOMMENDATION

It is recommended that Council:

1. Award a contract, in substantially the same form as the attached draft and in the amount of \$96,522 to Schaaf & Wheeler Consulting Civil Engineers for the subject project, and authorize the City Manager to execute the contract when all the necessary conditions have been met; and
2. Approve a 10% project contingency in the amount of \$9,652.

Reviewed by:

Grace K. Leung, Director of Finance
Prepared by: Pete Gonda, Purchasing Officer

Reviewed by:

Marvin Rose, Director of Public Works

Approved by:

Gary M. Luebbers
City Manager

Attachments

- A. Draft Consulting Services Agreement

**ATTACHMENT A
DRAFT**

**CONSULTANT SERVICES AGREEMENT BETWEEN CITY OF SUNNYVALE AND SCHAAF &
WHEELER CONSULTING ENGINEERS FOR A FEASIBILITY STUDY FOR STORM PUMP
STATION NO. 2 REHABILITATION**

THIS AGREEMENT dated _____ is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and SCHAAF & WHEELER CONSULTING ENGINEERS ("CONSULTANT").

WHEREAS, CITY desires to secure professional services necessary for investigation, analysis, consultation, and other services for a project known as Feasibility Study for Storm Pump Station No. 2 Rehabilitation, and

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

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

1. Services by CONSULTANT

CONSULTANT shall provide services in accordance with Exhibit "A" entitled "Scope of Work." All exhibits referenced in this Agreement are attached hereto and are incorporated herein by reference. To accomplish that end, CONSULTANT agrees to assign Peder Jorgensen, PE to this project, to act in the capacity of Project Manager and personally direct the professional services to be provided by CONSULTANT.

Except as specified in this Agreement, CONSULTANT shall furnish all technical and professional 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. Notice to Proceed/Completion of Services

(a) CONSULTANT shall commence services upon receipt of a Notice to Proceed from CITY. Notice shall be deemed to have occurred three (3) calendar days after deposit in the regular course of the United States mail.

(b) When CITY determines that CONSULTANT has satisfactorily completed the services defined in Exhibit "A," CITY shall give CONSULTANT written Notice of Final Acceptance, and CONSULTANT shall not incur any further costs hereunder. CONSULTANT may request this determination of completion when, in its opinion, it has satisfactorily completed the Scope of Work (Exhibit "A"), and if so requested, CITY shall make this determination within fourteen (14) days of such request.

3. Project Schedule

The Project Schedule is set forth in the attached Exhibit "A-1."

4. Payment of Fees and Expenses

Payments shall be made to CONSULTANT on a monthly basis as set forth in the attached Exhibit "B" entitled "Compensation Schedule." All compensation will be based on monthly billings as provided in Exhibit "B." Compensation will not be due until said detailed billing is submitted to CITY within a reasonable time before

payment is expected to allow for normal CITY processing. An estimate of the percent of total completion associated with the various categories of the services shall be furnished by CONSULTANT with said billing. When applicable, copies of pertinent financial records will be included with the submission of billing(s) for all direct reimbursables. Compensation shall not exceed the amounts set forth in Exhibit "B" for each phase. In no event shall the total amount of compensation payable under this agreement exceed the sum of Ninety Six Thousand Five Hundred Twenty Two and No/100 Dollars (\$96,522.00) unless upon written modification of this Agreement. All invoices, including detailed backup, shall be sent to City of Sunnyvale, attention Accounts Payable, P.O. Box 3707, Sunnyvale, CA 94088-3707.

5. No Assignment of Agreement

CONSULTANT 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 CONSULTANT 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 CONSULTANT's firm, the surviving member or members shall complete the services covered by this Agreement. Any such assignment shall not relieve CONSULTANT from any liability under the terms of this Agreement.

6. Consultant is an Independent Contractor

CONSULTANT 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 CONSULTANT in connection with this Agreement will be employees of CONSULTANT and not employees of CITY in any respect. CONSULTANT is responsible for obtaining statutory Workers' Compensation coverage for its employees.

7. Consultant's Services to be Approved by a Registered Professional

All reports, costs estimates, plans and other documents which may be submitted or furnished by CONSULTANT shall be approved and signed by a qualified registered professional in the State of California. The title sheet for calculations, specifications and reports, and each sheet of plans, shall bear the professional seal, certificate number, registration classification, expiration date of certificate and signature of the professional responsible for their preparation.

8. Standard of Workmanship

CONSULTANT 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 CONSULTANT's representations regarding its skills and knowledge. CONSULTANT 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.

The plans, designs, specifications, estimates, calculations reports and other documents furnished under the Scope of Work (Exhibit "A") shall be of a quality acceptable to CITY. The criteria for acceptance of the work provided under this Agreement shall be a product of neat appearance, well-organized, technically and grammatically correct, checked and having the maker and checker identified. The minimum standard of appearance, organization and content of the drawings shall be that used by CITY for similar projects.

9. Responsibility of CONSULTANT

CONSULTANT 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 CONSULTANT shall be and remain liable to CITY in accordance with applicable law for all damages to CITY caused by CONSULTANT's negligent performance of any of the services furnished under this Agreement.

Any acceptance by CITY of plans, specifications, calculations, construction contract documents, reports, diagrams, maps and other material prepared by CONSULTANT shall not, in any respect, absolve CONSULTANT for the responsibility CONSULTANT has in accordance with customary standards of good engineering practice in compliance with applicable Federal, State, County and/or municipal laws, ordinances, regulations, rules and orders.

10. Right of CITY to Inspect Records of CONSULTANT

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 CONSULTANT for the purpose of verifying any and all charges made by CONSULTANT in connection with this Agreement. CONSULTANT shall maintain for a minimum period of three (3) years from the date of final payment to CONSULTANT 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 CONSULTANT. Any expenses not so recorded shall be disallowed by CITY.

11. Confidentiality of Material

All ideas, memoranda, specifications, plans, calculations, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for CONSULTANT and all other written information submitted to CONSULTANT in connection with the performance of this Agreement shall be held confidential by CONSULTANT and shall not, without the prior written consent of CITY be used for any purposes other than the performance of the Project services, nor be disclosed to an entity not connected with the performance of the Project services. Nothing furnished to CONSULTANT which is otherwise known to CONSULTANT or is or becomes generally known to the related industry shall be deemed confidential. CONSULTANT shall not use CITY's name, insignia or distribute exploitative publicity pertaining to the services rendered under this Agreement in any magazine, trade paper, newspaper or other medium without the express written consent of CITY.

12. No Pledging of CITY's Credit

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

13. 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 CONSULTANT 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, CONSULTANT 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.

19. Amendments

No alterations or changes to the terms of this Agreement shall be valid unless made in writing and signed by both parties.

20. Integrated Agreement

This Agreement embodies the agreement between CITY and CONSULTANT and its terms and conditions. No verbal agreements or conversation with any officer, agent or employee of CITY prior to execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreement shall be considered as unofficial information and in no way binding upon CITY.

21. Conflict of Interest

CONSULTANT certifies that to the best of its knowledge, no CITY employee or officer of any public agency interested in this Agreement has any pecuniary interest in the business of CONSULTANT and that no person associated with CONSULTANT has any interest that would conflict in any manner or degree with the performance of this Agreement.

22. California Agreement

This Agreement has been entered into in the State of California and this Agreement shall be governed by California law.

23. Records, Reports and Documentation

CONSULTANT shall maintain complete and accurate records of its operation, including any and all additional records required by CITY in writing. CONSULTANT shall submit to CITY any and all reports concerning its performance under this Agreement that may be requested by CITY in writing. CONSULTANT agrees to assist CITY in meeting CITY's reporting requirements to the state and other agencies with respect to CONSULTANT'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.

24. Termination of Agreement

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 after written notification of failure to pay.

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.

25. 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 consultants are listed in the project work plan.

26. Fair Employment

CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, condition of physical handicap, religion, ethnic background or marital status, in violation of state or federal law.

27. Changes

CITY or CONSULTANT 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 CONSULTANT, shall be incorporated in amendments to this Agreement.

28. Other Agreements

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

29. 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.

30. 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.

31. 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.

32. 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

SCHAAF & WHEELER CONSULTING ENGINEERS
("CONSULTANT")

APPROVED AS TO FORM:

By _____

Name/Title

City Attorney

By _____

Name/Title

EXHIBIT "A"

Scope of Service

Task 1 – Coordination and Meetings

1. Participate in kickoff and progress meetings;
2. Conduct field investigations with engineers and maintenance personnel;
3. Attend submittal review meetings.

Task 2 – Survey and Mapping

1. Obtain and use District 1-foot contour mapping for study evaluation;
2. Supplement surveys with elements not obtained in aerials such as pipe and wetwell inverts, floor slabs, wall spot grades, grating and other structures;
3. Obtain property record information;
4. Obtain utility information; and
5. Prepare a composite site plan with topography, structure line work, spot elevations, utility and property information.

Task 3 – Hydrology and Hydraulics of Collection System

1. Obtain City of Sunnyvale storm drain drawings for the Baylands System. Storm drain drawings for the 84-inch facility under Highway 237 were obtained as part of the request package;
2. Obtain and use Santa Clara Valley Water District topographic information for generating storage curves for the Baylands and pump station basins;
3. Obtain and use existing hydrologic parameters for the 100-year from study effort performed for the District;
4. Prepare a hydraulic model of the inflow hydrography, storage basins and potential pump station capacities using HEC or Excel software for the 100-year event;
5. Determine maximum station inflow given the existing storm drain system and detention basin.

Task 4 – Station Capacity

1. Based on information in Task 2, determine station capacity with existing pumps;
2. Determine station capacity with additional pumps installed in the existing wet well;
3. Identify potential to increase station capacity with large pump units;
4. Identify a pump station layout and flow rate to maximize the capacity of the storm drain system;
5. Prepare a Technical Memorandum summarizing the drainage system capacity.

Task 5 – Station Evaluation

1. Determine structural evaluation of station building and wet well;
2. Evaluate electrical and control systems;
3. Assess potential for flooding of the station;
4. Evaluate station mechanical systems, including discharge piping and ventilation;

EXHIBIT "A"

5. Review potential primary and secondary pump drivers;
6. Evaluate trash screen options;
7. Evaluate structural condition of the existing station outfall pipes;
8. Identify station rehabilitation options.

Task 6 – Station Evaluation Report

1. Prepare draft report of findings, recommendations and cost estimates;
2. Prepare final report of findings.

Information and Data to be Provided by the City

1. Title report of the pump station parcel;
2. Storm drain collection system data including pipe size, manhole grades and drainage area;
3. Existing pump data, pump operating levels, run times, wet well recorded water levels during storm events and repair records.

EXHIBIT “A-1”

Schedule

Milestone Completion Schedule

Task 4 – Station Capacity Technical Memo to be completed 11 weeks after Notice to Proceed.

Task 5 – Station Evaluation Draft Report to be completed 14 weeks after Notice to Proceed.

Task 6 – Final Station Evaluation Report to be completed 3 weeks after obtaining written comments from the City on the Draft Report.

Schaaf & Wheeler

City of Sunnyvale Baylands Storm Water Pump Station No. 2 Evaluation Fee

NO.	TASK ITEMS DESCRIPTION	PROJ MAN \$200.00	PROJ ENG \$190.00	SENIOR ENG \$175.00	ASST ENG \$138.00	DESIGN TECH \$123.00	SUBTOTAL M.H.'S	IN-HOUSE LABOR COSTS \$	SUBCONS. SURVEYING KIER & WRIGHT	SUBCONS. ELECTRIC TERADA ENG	SUBCONS. STRUCT. BIGGS CARDOSA	SUBCONS. CORROSION JDH CORROSION	MATERIAL & SERVICES COSTS \$	TOTAL COSTS \$
1	Coordination and Meetings													
	Kick Off & Progress Meetings	8			8		16	\$2,704						\$2,704
	Field Investigation	8			8		16	\$2,704						\$2,704
	Submittal Review Meetings	4			4		8	\$1,352						\$1,352
														\$6,760
2	Survey and Mapping													
	Obtain / Use District Topo Maps													\$0
	Produce Supplemental Surveys						0	\$0	\$6,000					\$6,600
	Obtain Property Record / Utility information						0	\$0	\$600					\$660
	Prepare Composite Site Plan						0	\$0	\$6,000					\$6,600
														\$13,860
3	Hydrology & Hydraulics of Collection													
	Obtain City Storm Drain Maps				1		1	\$138						\$138
	Obtain / Use SCVWD Topographic Maps						2	\$276						\$276
	Obtain / Use Existing Hydrographs	1		2	4		7	\$1,102						\$1,102
	Prepare Hydraulic Model	2		4	8		14	\$2,204						\$2,204
	Determine Max Inflow w/ Existing System	2		4	8		14	\$2,204						\$2,204
														\$5,924
4	Station Capacity													
	Determine Station Capacity	2			12		14	\$2,056						\$2,056
	Station Capacity w/ Added Pumps	1			2		3	\$476						\$476
	Identify Potential to Increase Cap	2	2		4		8	\$1,332						\$1,332
	Station Layout to Meet System Capacity	2	2		12		16	\$2,436						\$2,436
	Produce Technical Memo	4			8	4	16	\$2,396						\$2,396
														\$8,696
5	Station Evaluation													
	Structural Evaluation of Building	2			2		4	\$676			\$5,500			\$6,726
	Structural Evaluation of Wet Well	2			2		4	\$676			\$5,000			\$6,176
	Electrical & Control Evaluation	1			2		3	\$476	\$8,000					\$9,276
	Flood Potential	1			2		3	\$476						\$476
	Mechanical, Piping and Ventilation	2			8		10	\$1,504						\$1,504
	Pump Drivers	2			8		10	\$1,504						\$1,504
	Trash Rack Options	2			8	8	18	\$2,488						\$2,488
	Identify Replacement Station Option	16			24	16	56	\$8,480	\$2,000		\$3,500			\$14,530
	Outfall Evaluation	4			2		6	\$1,076				\$7,500		\$9,326
														\$52,006
6	Station Evaluation Report													
	Draft Report	8			24	16	48	\$6,880						\$6,880
	Final Report	4			8	4	16	\$2,396						\$2,396
														\$9,276
	TOTAL	60	4	10	151	48	273	\$41,252	\$12,600	\$10,000	\$14,000		\$0	\$96,522

Exhibit "C"

INSURANCE REQUIREMENTS FOR CONSULTANTS

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

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

1. **Commercial General Liability:** \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage. 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 the Consultants Profession: \$1,000,000 per occurrence and \$2,000,000 aggregate.

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

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

1. The City of Sunnyvale, its officials, employees, agents and volunteers are to be covered as additional insureds with respects to liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City of Sunnyvale, its officers, employees, agents or volunteers.
2. For any claims related to this project, the Consultant's insurance shall be primary. Any insurance or self-insurance maintained by the City of Sunnyvale, its officers, officials, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Sunnyvale, its officers, officials, employees, agents or volunteers.
4. The Consultant's insurance shall apply separately to each insured against whom claim is made

or suit is brought, except with respect to the limits of the insurer's liability.

5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City of Sunnyvale.

Claims Made Coverage

If the General Liability and/or Errors & Omissions coverages are written on a claims-made form:

1. The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the contract work.
3. 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 Consultant must purchase an extended period coverage for a minimum of five years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the City of Sunnyvale for review.

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 the City of Sunnyvale.

Verification of Coverage

Consultant shall furnish the City of Sunnyvale with original a Certificate of Insurance effecting the coverage required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the City of Sunnyvale prior to commencement of work.