

**DRAFT SERVICES AGREEMENT BETWEEN CITY OF SUNNYVALE AND
REAL ENVIRONMENTAL PRODUCTS, LLC FOR INSTALLATION OF AUTO
SUMP RETROFIT KITS**

THIS AGREEMENT dated _____ is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and REAL ENVIRONMENTAL PRODUCTS, LLC, a California limited liability corporation ("CONTRACTOR").

WHEREAS, CITY desires to secure technical services necessary for the Auto Sump Retrofit Kits replacement; 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." 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 the date of execution through project completion, unless otherwise terminated.

3. Payment of Fees and Expenses

CITY agrees to pay CONTRACTOR as full compensation for the services rendered pursuant to this Agreement, the amount set forth in Exhibit "A". Total compensation shall not exceed One Hundred Seventy Five Seven Hundred Seventy Three and 61/100 Dollars (\$175,773.61), unless upon written modification to this Agreement signed by both parties.

CONTRACTOR shall submit invoices to CITY no more frequently than monthly for services provided to date. All invoices, including detailed backup, shall be sent to City of Sunnyvale, attention Accounts Payable, P.O. Box 3707, Sunnyvale, CA 94088-3707. Payment shall be made within thirty (30) days upon receipt of an accurate, itemized invoice by CITY's Accounts Payable Unit.

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

CONTRACTOR shall take out and maintain during the life of this Agreement policies of insurance as specified in Exhibit "B" attached and incorporated by reference, and shall provide all certificates and/or endorsements as specified in Exhibit "B."

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. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. Other Agreements

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

21. 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.

22. 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.

23. 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.

24. 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.

25. 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

REAL ENVIRONMENTAL PRODUCTS, LLC
("CONTRACTOR")

By _____

APPROVED AS TO FORM:

Name/Title

City Attorney

Exhibit A
Scope of Work



April 13, 2018

PG 1 of 4

City of Sunnyvale
Environmental Services Department
Solid Waste Division
456 West Olive Avenue
Sunnyvale, CA 94088-3707
Attn: William Theyskens
Phone: 408-730-7718

Real Environmental Products LLC Proposes the Following:

REP proposal #8304-S3. Install 12ea Auto Sump Retrofit Kits.

Proposal Summary

REP proposal will consist of two phases. The initial Phase 1 will consist of retrofitting all 5 Vertical Sumps with proposed retrofit kits and 2 of the Horizontal Sumps with retrofit kits. We are proposing only 2 of the Horizontal Sumps in Phase 1 to insure the viability of pumping down the Horizontal Sumps to a level acceptable for adequate LFG extraction. The vacuum generators are included with these two sumps to insure proper operation. Phase 1 will also establish whether the vacuum generators will be needed in Phase 2. Phase 2 will consist of Retrofitting the remaining 5 Horizontal Sumps.

PHASE 1 SCOPE OF WORK

OUR PROPOSAL INCLUDES:

Item 1 Install 4ea Auto Sump 7000-8-Retrofit for Vertical Sumps:

- Auto Sump 7000 Custom Retrofit Kit for Vertical Sump as per attached drawing.
- Sumps CT-1W, CT-2W, CT-3W, and CT-4E are included in this item.
- Includes removing existing vault box, pumping system etc. and mounting new retrofit kit to existing HDPE bottom plate.
- Includes installing new Auto Sump Retrofit Kit including REP Head Works and down hole VP-4BL all 316 S/S pump with tubing bundle.
- Includes connection to existing air and condensate lines.

***Real Environmental Products LLC
1510 South state Hwy 49 Jackson, CA 95642/ Ph: 209-296-7900 / Fax: 209-296-7944
Contractors License A Haz #829246 DIR/PWC#1000052125***

- Existing air and condensate lines will be moved closer to vault box with a protective cover installed to assist in preventing accidental spillage and spraying.

Item 2 Install 1ea Auto Sump 7000-8-Retrofit for CT-4W:

- CT-4W appears to have been previously retrofit; our proposal is to install new retrofit from the surface without having to enter the vertical sump to repair existing system. CT-4W will be a custom unit with no Isolation Well and will utilize a VP2BL pump. The VP2BL will need to be used due to the limited space available for pump installation.
- REP will extend 8" PVC pipe as necessary as well as install a sealed box bottom to facilitate the sump headworks enclosure.

Item 3 Install 2ea Auto Sump 7000-8-Retrofit for Horizontal Sumps:

- Auto Sump 7000 Custom Retrofit Kit for Horizontal Sump as per attached drawing.
- Sumps CT-2E, and CT-8E are included in this item.
- Includes removing existing vault box, pumping system etc.
- Includes installing new Auto Sump Retrofit Kit including REP Head Works and down hole VP-2BL all 316 S/S pump with tubing bundle.
- A REP Vacuum Generator Kit will be installed on sumps CT-2E and CT-8E to insure the ability to perform a low draw down of liquid as necessary. The Venturi style Vacuum Generator will be left in the off position until it is determined if this option will be necessary.
- Liquid level and vacuum monitoring will be performed by City personnel to determine if the Vacuum Generator will need to be activated.
- REP will assist City personnel in activation and setting of Vacuum Generator to lower condensate levels in sumps.
- Includes connection to existing air and condensate lines.
- Existing air and condensate lines will be moved and connected under the new vault box to help prevent spillage and spraying.
- City to provide soil as necessary at each location for backfill of vault box void.
- It is understood all work can be accomplished from the surface with no excavations greater than 4 feet. Shoring is not included in proposal.
- REP takes no responsibility for condition of existing sump riser and connections from header. If repair is needed and authorized by the City REP will charge according to attached Time and Material Rate Sheet.

PHASE 2 SCOPE OF WORK

Item 1 Install 5ea Auto Sump 7000-8-Retrofit for Horizontal Sumps:

- Auto Sump 7000 Custom Retrofit Kit for Horizontal Sump as per attached drawing.
- Sumps CT-1E, CT-3E, CT-5E, CT-6E, and CT-7E are included in this item.
- Includes removing existing vault box, pumping system etc.
- Includes installing new Auto Sump Retrofit Kit including REP Head Works and down hole VP-2BL all 316 S/S pump with tubing bundle.
- Includes connection to existing air and condensate lines.
- Existing air and condensate lines will be moved and connected under the new vault box to help prevent spillage and spraying.

Real Environmental Products LLC

1510 South state Hwy 49 Jackson, CA 95642/ Ph: 209-296-7900 / Fax: 209-296-7944

Contractors License A Haz #829246 DIR/PWC#1000052125

- City to provide soil at each location as necessary for backfill of vault box void.
- It is understood all work can be accomplished from the surface with no excavation greater than 4 feet. Shoring is not included in proposal.
- REP takes no responsibility for condition of existing sump riser and connections from header. If repair is needed and authorized by the City REP will charge according to attached Time and Material Rate Sheet.

Item 2 Install 5ea Vacuum Generators on Horizontal Sump Retrofits:

- Depending upon test results from the two each Horizontal Retrofits installed on Phase 1 REP will install REP Vacuum Generator Kits if needed.
- Vacuum Generator Kits to be installed on 5ea Horizontal Sumps as necessary.
- Vacuum Generator Kit includes converting pump exhaust to outside of Auto Sump quick cap and includes a pneumatically operated Vacuum Generator which allows the VP-2 BL pump to pump liquid to a lower level.
- This item will only apply if some or all of the Horizontal Sumps need to be pumped to a lower level to allow enough vacuum for proper LFG system operation.

OUR PROPOSAL DOES NOT INCLUDE

Working in confined spaces or deep excavations.
Obtaining permits nor does it include permit fees.
Any repairs other than described in our proposal.

OUR PROPOSAL IS SUBJECT TO THE FOLLOWING CONDITIONS:

Any work beyond that described in the scope of work will be charged for according to REP time and materials rate sheet. Any unforeseen work associated with this project will be charged at our time and material rate sheet. Our proposal includes reusing existing materials i.e. stainless steel and HDPE to the best extent possible. This is a prevailing wage project. DIR PWC #1000052125

PRICE SCHEDULE

The following prices shall apply to performance of the work in accordance with the terms of the agreement. Our estimate is based on the following not to exceed cost. Our estimate includes all necessary labor materials and equipment to perform the work.

Phase 1

ITEM	QUANTITY	UNIT COST	TOTAL COST
Item 1	4ea	\$ 4,688.22	\$18,752.88
Item 2	1ea	\$ 5,642.85	\$ 5,642.85
Item 3	2ea	\$ 5,769.38	\$11,538.76
Sub Total			\$35,934.49
Equipment Quote: #71090-P3 Phase 1 Equipment			\$57,569.92
Total Phase 1 Equipment and Installation			<u>\$93,504.41</u>

Real Environmental Products LLC

*1510 South state Hwy 49 Jackson, CA 95642/ Ph: 209-296-7900 / Fax: 209-296-7944
Contractors License A Haz #829246 DIR/PWC#1000052125*

ITEM	QUANTITY	UNIT COST	TOTAL COST
Item 1	5ea	\$ 4,493.94	\$22,469.70
Item 2	5ea	\$ 1,581.79	\$ 7,908.95
Sub Total			\$30,378.65
Equipment Quote: #71090-P3 Phase 2 Equipment			\$51,890.55
Total Phase 2 Equipment and Installation			<u>\$82,269.20</u>
Grand Total Phase 1 and Phase 2			<u>\$175,773.61</u>

Terms

If this proposal is not accepted within 30 days from the date hereon it shall be of no further force or effect.
REP will invoice for 100% of equipment after delivery of equipment to jobsite.
All invoices are due and payable Net 30 from the date of invoice.

If you have any questions or need any further information, please do not hesitate to call.

Sincerely,
Real Environmental Products, LLC



Rodney C. Peoples
Member

Attachments: Phase 1 equipment quote, Phase 2 equipment quote, Dwg 8inch Custom Retrofit Kit for Vertical Sump, Dwg 8" Custom Retrofit Kit for Vertical Sump CT-4W, 8" Custom Retrofit Kit for Horizontal Sump. REP T&M Rate sheet.

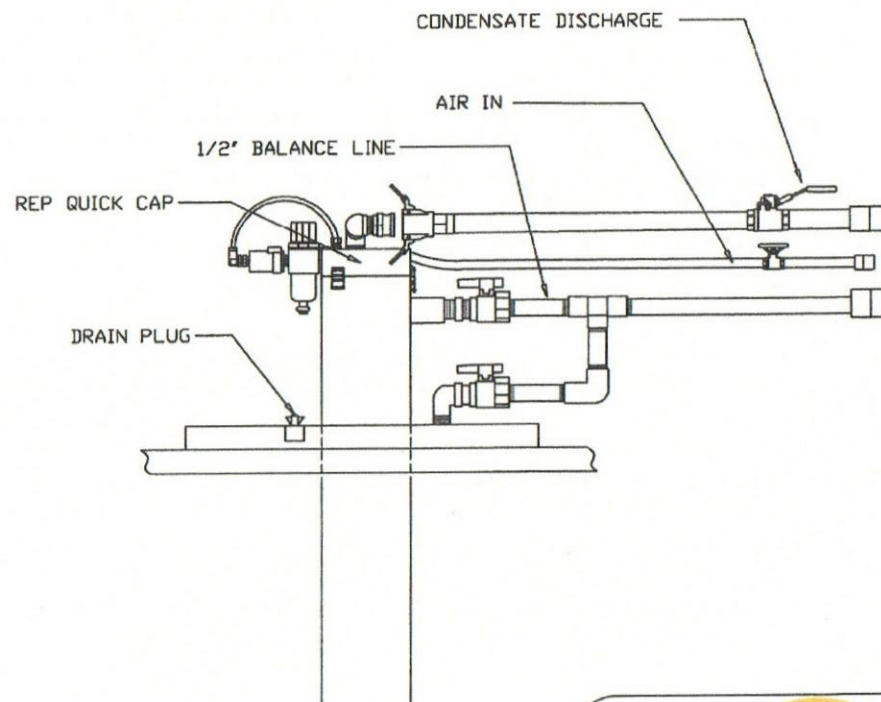
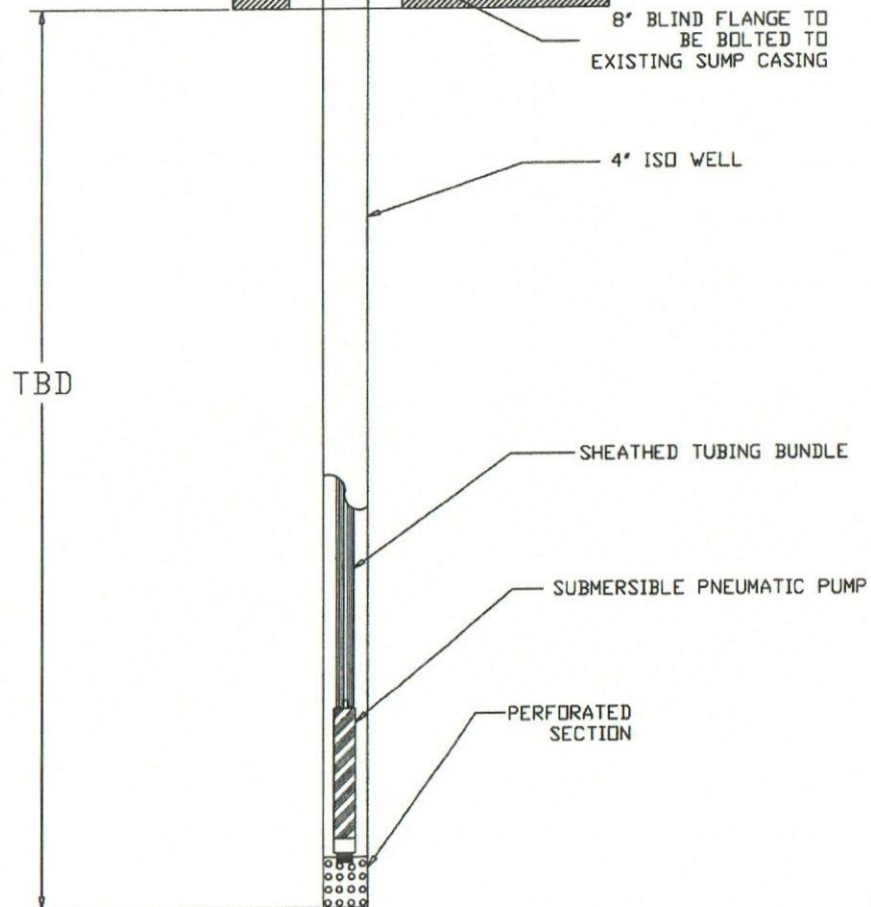
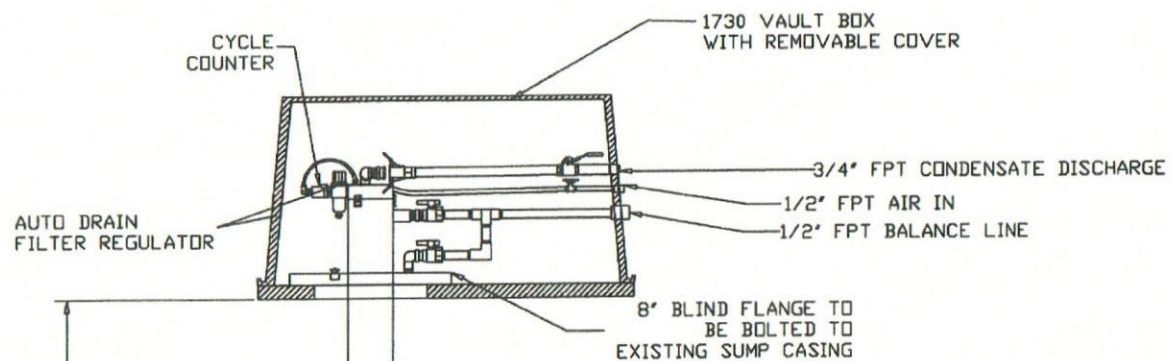


Fax: 209-296-7944

Sub-Total		\$ 52,265.98
Tax	9.00%	\$ 4,703.94
Shipping		\$ 600.00
Total		\$ 57,569.92



Sub-Total		\$ 47,055.55
Tax	9.00%	\$ 4,235.00
Shipping		\$ 600.00
Total		\$ 51,890.55

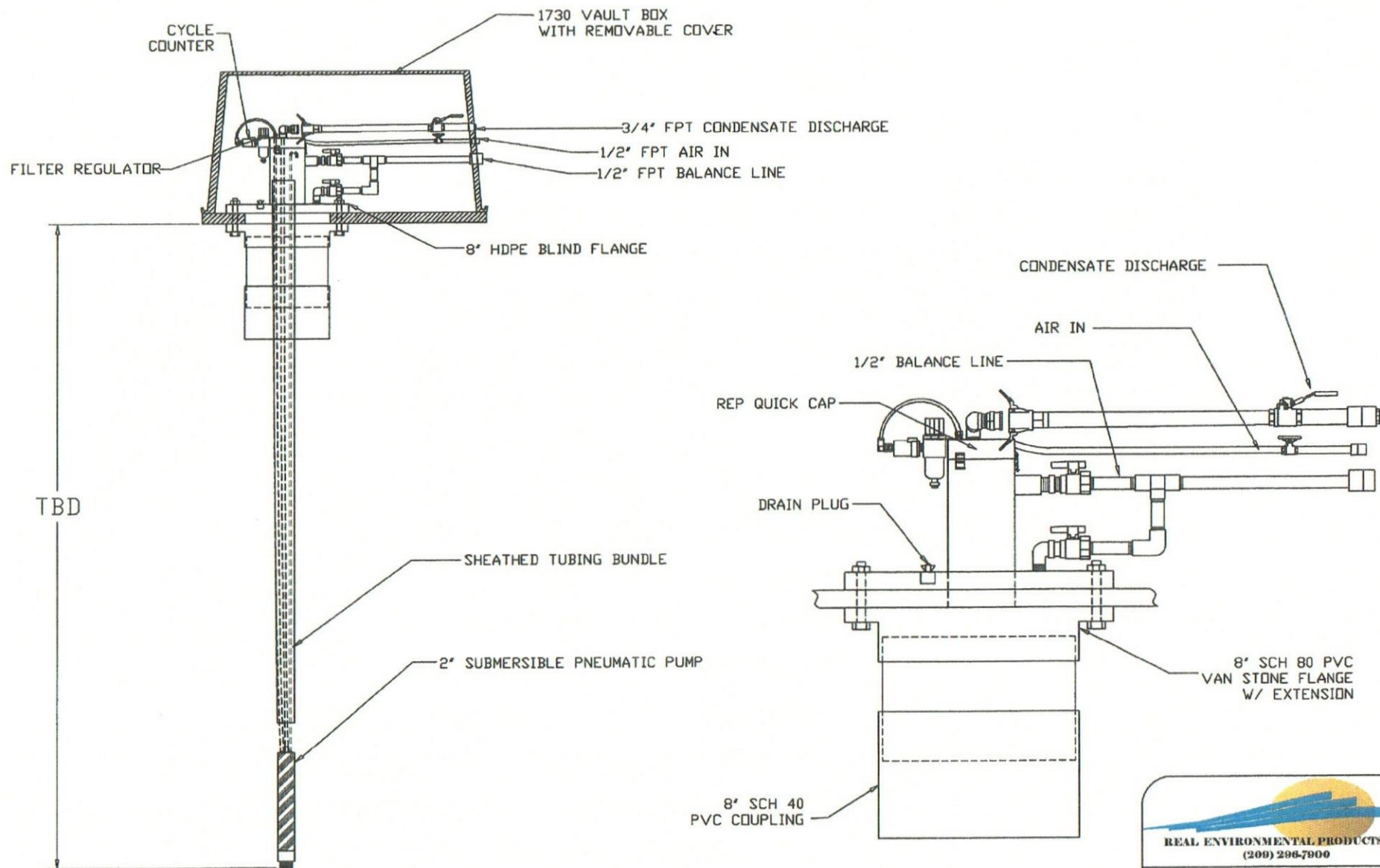



REAL ENVIRONMENTAL PRODUCTS
(208) 296-7000

8" CUSTOM RETROFIT
FOR VERTICAL SUMP

NTS

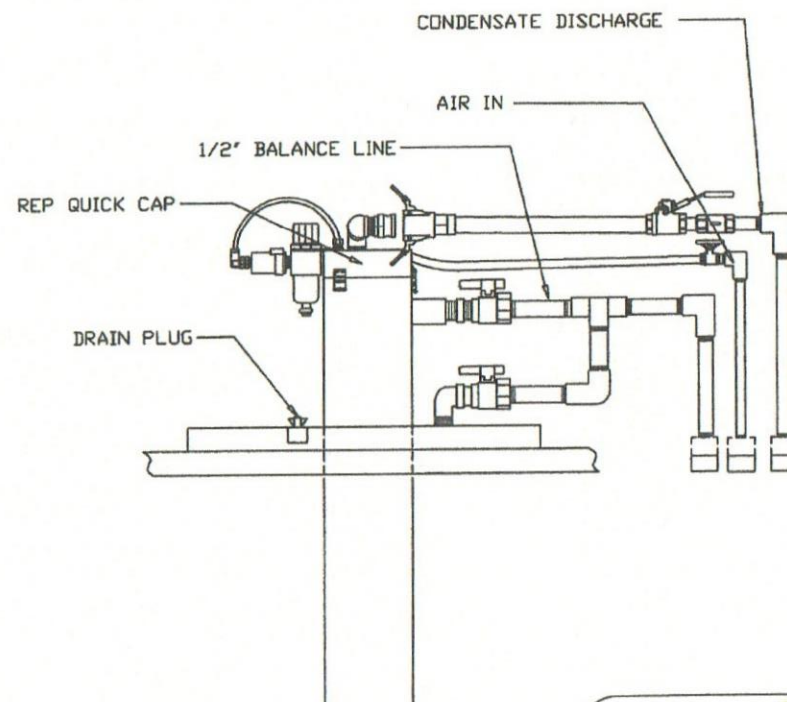
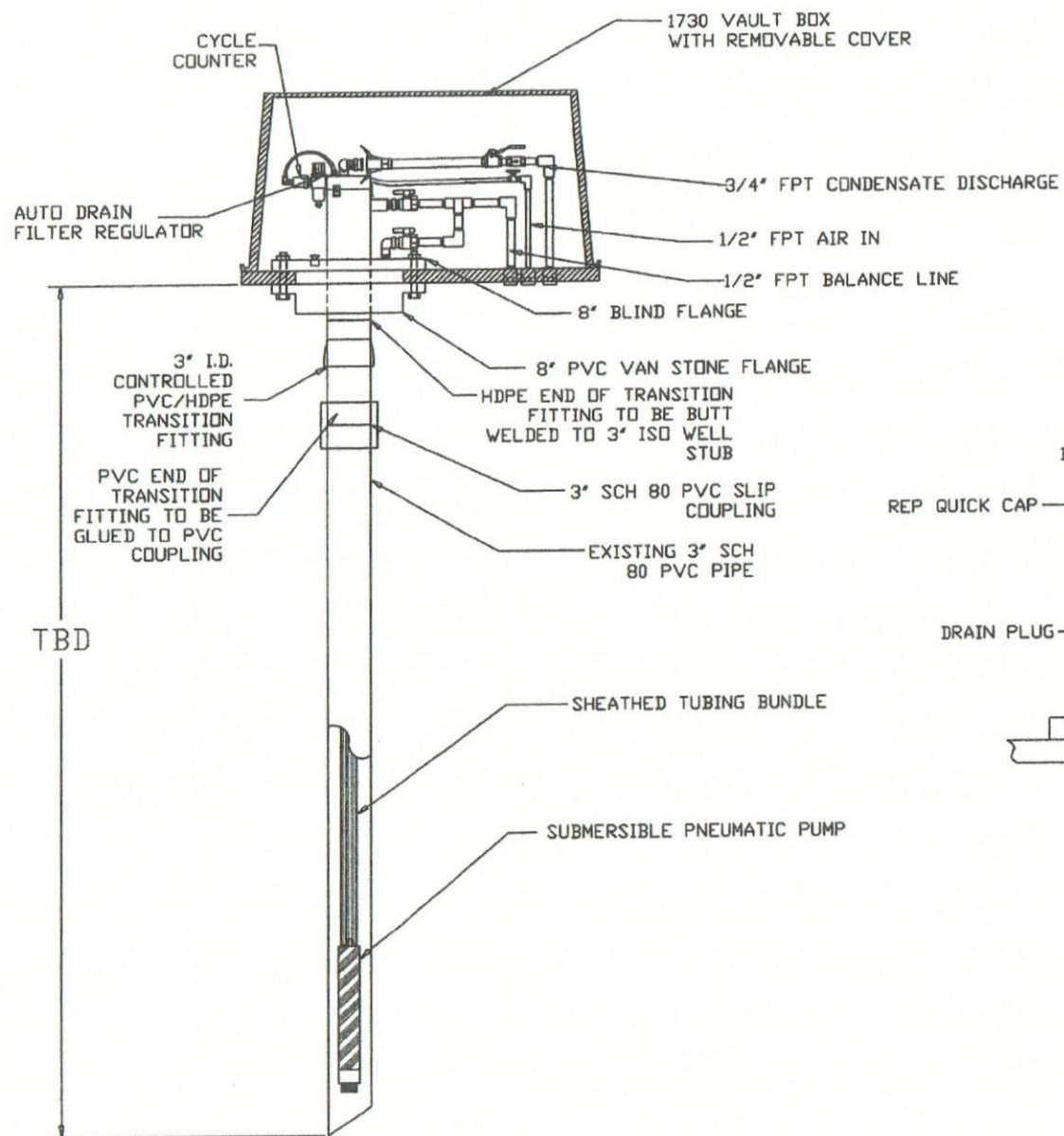
DATE: 6/8/17 71090-P
DRAWN BY: C. PEOPLES





REAL ENVIRONMENTAL PRODUCTS
 (209) 298-7900

**8" CUSTOM RETROFIT
 FOR VERTICAL SUMP CT-4W**

NTS	DATE: 1/30/18	71090-P
	DRAWN BY: C. PEOPLES	



 REAL ENVIRONMENTAL PRODUCTS (200) 296-7900		
8" CUSTOM RETROFIT FOR HORIZONTAL SUMP		
NTS	DATE: 6/15/17	71090-P
	DRAWN BY: C. PEOPLES	



Services Rate Sheet

Prevailing Wage

Principal	\$125.00 / per hour
Project Manager	\$98.50 / per hour
Foreman	\$92.50 / per hour
Extrusion Technician	\$95.00 / per hour
Operator	\$110.00 / per hour
Service Technician	\$92.00 / per hour
Fusion Technician	\$92.00 / per hour
General Laborer	\$90.00 / per hour
Service Truck & Tools	\$30.00 / per hour
Side X Side UTV	\$180.00/ per day
1"-4" HDPE Fusion Machine	\$75.00 / per day
Portable Extrusion Welder	\$200.00 / per day
Mileage	\$.65 / per mile
*Per Diem	\$150.00 / per day
Materials and Equipment Rental	Cost + 20%

Overtime charged at 1 ½ times hourly rate

Special 2018 non-publicized rates subject to change at any time.

Equipment rental rates contingent upon availability.

**A surcharge may be added to per diem in certain areas due to increased lodging rates*

Exhibit B

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**: \$1,000,000 per occurrence and \$2,000,000 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.