



CITY OF SUNNYVALE, CALIFORNIA

**REQUEST FOR PROPOSALS NO. F13-39
FOR
PEERY PARK SPECIFIC PLAN
AND
ENVIRONMENTAL IMPACT REPORT (EIR)**

**Issue Date:
January 31, 2013**

**PROPOSALS DUE:
WEDNESDAY, MARCH 13, 2013, AT 3:00 PM**

**Optional Pre-Proposal Conference:
Tuesday, February 26, 2013 10:00 AM
City Hall Annex Conference Room, 650 West Olive Avenue**

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Documents Relevant to the Project are available for viewing at the following City Web Site:

<http://sunnyvale.ca.gov/Departments/CommunityDevelopment/CurrentProjectsandHearings/PeeryPark.aspx>

SECTION I. NOTICE INVITING PROPOSALS

The City of Sunnyvale invites proposals from qualified consultants for the preparation of a Specific Plan and related Environmental Impact Report (EIR) for an area of the City known as Peery Park. The consultant (and/or team) must have significant experience in land planning, traffic engineering, public infrastructure, public finance and fiscal analysis, environmental impact analysis (EIR), and associated fields. The EIR shall analyze the impacts of all policies and programs associated with the Specific Plan pursuant to the California Environmental Quality Act (CEQA).

It is anticipated that one firm, or a team of qualified firms, will be selected to perform all tasks to the Specific Plan and EIR. Consultant's work shall include preparing necessary technical studies, conducting public outreach, producing text and illustrations, preparing the EIR, and coordinating review by the public and interested agencies. Staff of the City's Community Development and Public Works Departments will be involved in this effort, with consultation and support from other City departments. The goal is to complete the Draft EIR and Specific Plan by March 2014.

Following is the target schedule for the proposal and contract award:

Pre-Proposal Conference	February 26, 2013
Proposals due from interested agencies	March 13, 2013
Proposal Evaluations	March 18-22, 2013
Notification to Proposers	March 25, 2013
Finalist Presentations/Interviews	Week of April 1, 2013
Contract Negotiations	April 8-17, 2013
Recommend Contract award by City Council	May 2013

SECTION II. INSTRUCTIONS TO PROPOSERS

- A. Examination of Proposal Solicitation Documents** - The proposal solicitation documents consist of this Request for Proposals, each and every document listed in the Table of Contents of the RFP, and any addenda which may have been issued. Proposer shall thoroughly examine and be familiar with all proposal solicitation documents. Submission of a proposal shall constitute proposer's acknowledgment upon which the City may rely that proposer has thoroughly examined and is familiar with the proposal solicitation documents. Failure or neglect of proposer to receive or examine all or part of the proposal solicitation documents shall in no way relieve the proposer from any obligations with respect to this RFP or any resultant Service Agreement. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any part of the proposal solicitation documents. . All costs of proposal preparation shall be borne by the proposer.
- B. Conformance to RFP Requirements** - Proposal shall conform to the requirements of this Request for Proposals. All requested attachments shall be submitted with the completed Proposer Response Pages and in the designated format. Failure to comply with all requirements may result in proposal rejection.

- C. Interpretation of Proposal Solicitation Documents and Addenda** - Should a proposer discover conflicts or ambiguity in the proposal solicitation documents that require a decision or explanation, proposer may request an interpretation. Such a request shall be made in writing and delivered to the person identified on page 5 of this RFP no later than five (5) working days before the deadline for receipt of proposals. Every interpretation made to proposers will be in the form of an Addendum issued by the City. Addenda, if issued, will be sent as promptly as possible to all parties that have been issued proposal solicitation documents. Only properly issued Addenda shall be binding upon City; any oral and/or other form of interpretation or clarification will have no legal or contractual effect. Proposers shall acknowledge the receipt of Addenda.
- D. Pre-Proposal Conference** – An optional pre-proposal conference will be held on Tuesday, February 26, 2013, beginning at 10:00 a.m. at City Hall Annex Conference Room, 650 West Olive Avenue. Contact Dreama Howard at dhoward@sunnyvale.ca.gov if attendance is planned.
- E. Proposer Inquiries** - Contact with other City employees during the proposal process is expressly prohibited without prior written consent of the City's Buyer. Proposers who directly contact City employees risk elimination of their proposals from consideration.

Any questions or comments concerning the requirements of this RFP shall be made in writing and will be addressed as they are submitted. Questions should be directed to:

Dreama Howard, CPPB	(408) 730-7710	FAX
Senior Buyer	(408) 730-7396	VOICE
City of Sunnyvale	dhoward@sunnyvale.ca.gov	
650 West Olive Avenue		
P.O. Box 3707		
Sunnyvale, CA 94088-3707		

F. Submission of Proposals – Due Wednesday March 13, 2013

Proposer shall prepare and submit the following:

1. One (1) original and five (5) copies of proposal, including proposer response pages and a cover letter, each signed in ink (proposals submitted without such signature may be deemed non-responsive). ***Please do not submit proposals in bound form (ring binders, spiral binding, etc.).***
2. Two (2) electronic media copies, both copies may be on the same media device (USB drive, CD or other readable media), one (1) copy containing a PDF copy of the proposal (including all forms, attachments, appendices, and exhibits) and one (1) containing a PDF copy with any redacted sections (see Section II G – Confidentiality of Documents). This copy will be used in the event of an information request under the California Public Records Act pursuant to applicable provisions.

Proposers shall submit proposals, together with any required attachments or explanatory

materials, prior to the time and date set for receiving proposals as stated on the cover page of this RFP or any modifying Addenda. Proposal shall be delivered in a sealed envelope **clearly marked with the applicable RFP number** addressed to:

City of Sunnyvale
Purchasing Division
City Hall Annex
650 West Olive Avenue
PO Box 3707
Sunnyvale, CA 94088-3707

G. Confidentiality of Documents

All proposals shall be deemed public documents at the time of contract award to the Successful Proposer. The RFP is intended to be worded in a manner so as not to elicit proprietary information. If proprietary information is submitted as part of the proposal, such information shall be clearly labeled "Proprietary" and accompanied by a request that the information be returned by the City to the Proposer. If proposals contain proprietary information, then proprietary paragraphs and/or other data should be clearly marked as noted above.

The information on the pages of the proposal identified as proprietary will be used only for the evaluation of the proposal, but proposer understands that disclosure may be required under the California Public Records Act or other federal, state, and local law, as determined by the City.

Note that wholesale use of headers/footers bearing designations such as "confidential", "proprietary", or "trade secret" on all or nearly all of a proposal is not acceptable, and may be deemed by the City as a waiver of any exemption claim. Any Proposal that includes a blanket statement or limitation, which would prohibit or limit public inspection may be considered non-responsive and may be rejected. Pricing information is generally not considered proprietary information. The City assumes no responsibility for disclosure or use of unmarked data for any purposes.

H. Modification or Withdrawal of Proposals

1. Before Date and Time for Receipt of Proposals - Proposals that contain mistakes discovered by a proposer before the date and time for receipt of proposals may be modified or withdrawn by written notice to City's Purchasing Officer received prior to the deadline. Any modification shall be clearly identified as such and shall be made in writing, executed and submitted in the same form and manner as the original proposal.
2. After Date and Time for Receipt of Proposals - A proposer may not modify its proposal after the date and time set for receipt of proposals. A proposer alleging a mistake in a proposal may be permitted to withdraw its proposal if proposer alleges that a mistake was made in its proposal that made the proposed pricing structure materially different than intended, provided that proposer gives written notice of the mistake and the manner in which it occurred to City's Purchasing Officer within five (5) calendar days following the deadline for receipt of proposals and City's Purchasing Officer deems it to be in the best interest of the City.

- I. **Late Proposals** - Proposer shall be responsible for the timely delivery of proposal. Proposals received after the deadline for receipt of proposals shall not be accepted and shall be returned to the proposer unopened unless necessary for identification purposes.
- J. **Public Opening of Proposals** - Each proposal, irrespective of any defects or irregularities, that has been received prior to the deadline for receipt of proposals, except those that have been properly withdrawn, will be publicly opened by a representative of the Purchasing Division at the date and time announced for such opening. If one or more members of the public are present, the name and address of each proposer will be read aloud at or shortly following the deadline for receipt of proposals.
- K. **Proposal to Remain Open** - The proposer shall guarantee its proposal for a period of ninety (90) calendar days from the date of public opening.
- L. **Non-Collusion Certification** - By submitting a proposal, proposer is certifying that it has not directly or indirectly been collusive with any other proposer in the preparation and submission of the proposal. If at any time it shall be found that the proposer to whom a contract has been awarded has, in presenting the proposal, colluded with any other party or parties, said proposer shall be liable to the City for all loss or damage which the City has or may suffer as the result of the collusive activity, including, but not limited to, the cost of advertising and awarding a new contract.
- M. **Proposal Evaluation** – All proposals will be evaluated by an evaluation team consisting of City staff.

1. Mandatory Elements

To be considered, proposers must meet the following criteria:

- a. The consultant is independent and licensed to practice in California.
- b. The consultant has no conflict of interest with regard to any other work performed by the consultant for the City.
- c. The consultant adheres to the instructions in this Request for Proposals on preparing and submitting the proposal.

2. Technical Qualifications:

- | | | |
|----|--|-------------------------------|
| a. | Expertise and Experience | Maximum Points Available - 60 |
| | (1) The consultant's past experience and performance on comparable government engagements and its relevance to the project described. | |
| | (2) The quality of the firm's professional personnel to be assigned to the engagement and the quality of the consultant's management support personnel to be available for consultation. | |

b.	Project Requirements	Maximum Points Available - 45
	(1) Understanding of Project Requirements.	
	(2) Proposed Methodology and Management Plan.	
	(3) Total Work Plan and Comprehensiveness of Each Task Proposed.	
3.	Overall Cost/Value	Maximum Points Available - 45
	Total Possible Points	150 points

The City may evaluate proposals solely on the basis of each proposer's written submittal, or it may require those firms it deems to have submitted the best proposals to meet with or make a presentation to City staff at a City site. In addition, all or some evaluation committee members may visit proposer's local office as part of the evaluation process.

N. Selection Process - The City's Purchasing Officer will recommend to the Sunnyvale City Council the proposer who achieved the most points during the evaluation of proposals by the evaluation team. The City Council's acceptance of the proposal will be evidenced by a written Notice of Award from the City's Purchasing Division delivered to the successful proposer.

O. Disclaimers

This Request for Proposal does not commit the City to award a contract or to pay any costs incurred in the preparation of a proposal in response to this Request.

The City reserves the right to accept or reject any or all proposals received, to negotiate with qualified proposers or to cancel the Request.

The City may require proposer to submit additional data or information the City deems necessary to substantiate the costs presented by the proposer. The City may also require proposer to revise one or more elements of its proposal in accordance with contract negotiations.

The City reserves the right to evaluate proposals for a period of sixty (60) days before deciding which proposal, if any, to accept.

P. Rights to Pertinent Materials

All responses, inquiries, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation produced by the Proposer and submitted as part of the proposal shall become the property of the City of Sunnyvale upon receipt by the City.

Q. Exceptions to the RFP and Associated Documents

Exceptions to the City's contractual terms and conditions must be identified in writing as part of the proposal response. If no exceptions are noted, the proposer waives its right to make changes to the City's agreement.

R. Sunnyvale Business License – The successful proposer must either possess a current, valid Sunnyvale business license or must have submitted a Sunnyvale business license application and fee at the time of contract award.

- S. Contract Documents** - Contract documents will consist of this Request for Proposals; its attachment(s) and addenda, if any; the successful proposer's completed and signed Proposer Response Pages; the successful proposer's proof of insurance coverage; and an executed Service Agreement (Attachment A).
- T. Reservations** - The City reserves the right to:
1. Postpone the date and time announced for receipt of proposals by issuance of an Addendum at any time prior to the deadline for receipt of proposals;
 2. Reject any proposal that is conditional in any way or that contains erasures, items not called for, items not in conformity with applicable law, changes, additions, alternate proposals, or any other modifications of the Proposer Response Pages which are not in accordance with the proposal solicitation documents;
 3. Make any investigations deemed necessary to determine proposer's qualifications and ability to provide the required services;
 4. Enter into discussions with any proposer to achieve clarification and/or full understanding of the proposal;
 5. Enter into negotiations with those proposers reasonably likely of being considered for selection for contract award;
 6. Award a contract to a single proposer for the entire procurement or to multiple proposers, in groups, or in phases; and
 7. Reject any or all proposals.

SECTION III. SCOPE OF WORK

A. Background

The City of Sunnyvale is located in the flatlands of northwest Santa Clara Valley, generally between Calabazas Creek on the east and Steven's Creek on the west, and between the San Francisco Bay on the north and Homestead Road on the south. The City encompasses approximately 23 square miles, and is almost entirely surrounded by the cities of Los Altos, Mountain View, Cupertino and Santa Clara.

Sunnyvale was incorporated in 1912, and experienced rapid growth during the 1960's and 1970's. During the 1970's, the area known as Peery Park, located northwest of downtown, was developed primarily with Class B and C one-story concrete tilt-up buildings. Peery Park was primarily developed by Peery-Arrillaga and later portions were redeveloped by the Irvine Company and others. It is one of the older industrial areas of the City and although some of the properties in the area have been redeveloped, many are still in their original state.

The approximately 407 net acre area is made up of more than 180 properties, consisting of over 77% industrial uses, 12% commercial and less than 1% residential. There are adjacent residential neighborhoods. The area known as Peery Park is generally bounded on the north by U.S. Highway 101, the south by the railroad, the west by the City of Mountain View border and the east by Mathilda Avenue (see map). For purposes of this study, it also includes industrial property north of Highway 101 and east of Mathilda Avenue (see map). Major tenants in the area include offices for Blue Coat Systems, Apple, LinkedIn, Le Boulanger, Riverbed, Good Technology, Hewlett Packard, Ariba, the Parkinson's Institute, BMC Software, Synopsis, and Patterson Dental.

Peery Park is located near Moffett Federal Airfield and the industrial office area of Mountain View. Access to Peery Park is via U.S. 101 from Mathilda Avenue, State Routes 85 and 237 and Mountain View via Maude Avenue and Central Expressway at Mary, Pastoria and Mathilda Avenues. Downtown Sunnyvale is located to the southeast of Peery Park and provides transit and retail services to Peery Park.

The Irvine Company (a major land owner in the Specific Plan area) has contributed a portion of the cost to prepare the Specific Plan and EIR to the City of Sunnyvale. The City will provide the additional funds necessary to prepare the documents.

B. Purpose and Intent

The purpose of the Specific Plan is to provide the City, property owners and businesses with a guide for future development in the Peery Park area. The Specific Plan would not only provide general vision and broad policy concepts to guide development, but also provide the details on the type, location and intensity of uses, define the capacity and design of needed public improvements and infrastructure, and determine the resources necessary to finance and implement the public improvements and infrastructure needed to support the vision for the area. The intent is to provide design standards for the public realm in order to give the area a unique identity and the foundation in which quality developments and businesses would locate. The Specific Plan would address market constraints and opportunities for industrial and office uses, and evaluate the appropriateness of other uses necessary to create a vibrant business community. The Specific Plan and EIR will also take into consideration the proximity of the project site to Moffett Federal Airfield (operated by NASA-Ames), Downtown Sunnyvale Caltrain station and Light Rail stops in Mt. View. The consultant will work with NASA and the City to ensure that the proposed development standards for the Specific Plan do not create potential hazards to NASA or the air field. The consultant will also be familiar with the Santa Clara County Compatible Land Use Plan (CLUP) to incorporate applicable regulations into the Specific Plan.

It is intended that the Specific Plan set development policies, land use regulations, design standards, capital improvement program and financing program concisely within a single document.

In addition to good planning tenets, the City of Sunnyvale has adopted economic goals and priorities that would apply to the Specific Plan document, including:

1. Stabilize and expand the tax base (sales, property and hotel tax),
2. Attract companies that provide high-paying jobs,
3. Focus economic development activities on business retention and attraction,
4. Outreach to ethnic and small businesses,
5. Update the City's inventory of Class A, B and C buildings.

C. Outreach and Community Participation

The planning process for the Specific Plan must be built on public involvement, including property owners and businesses within the area, and the community at-large in order to provide a plan that serves the community's needs for providing a useful, successful business area that can minimize negative impacts to the existing neighborhoods in the City.

The process will include public workshops and meetings in the community. Respondents to this Request for Proposals (RFP) will be asked to participate and make presentations in public outreach meetings and will be expected to participate in public hearings on the EIR and Specific Plan before the Planning Commission (2-3 meetings) and City Council (2 meetings).

Prospective consultants should note that the City shall provide final approval of all work products and shall determine what constitutes satisfactory completion of each significant stage or milestone in the Specific Plan and EIR process.

D. Required Consultant Services

1. Analysis of Issues, Constraints and Opportunities

The initial stage of the Specific Plan preparation shall consist of a report from the consultant that surveys and assesses the existing infrastructure and discusses the issues, constraints and opportunities associated with the Specific Plan area.

The analysis shall include:

- a. Capacity Analysis for sewer, water, drainage, solid waste, energy, and public safety
- b. Traffic Study (Attachment B)
- c. Market Economic Feasibility Study
- d. Fiscal Impact Analysis to determine:
 - 1) Types of uses possible for all buildings
 - 2) If product type is sufficient for region, or if different product should be provided
 - 3) If project area would benefit from additional mixed use, commercial or residential uses

The City will provide data on existing conditions, including existing infrastructure conditions, existing land uses and zoning designations, parcel data (lot size, densities, property owner information, existing tenants and vacancies, tax information, etc.)

2. Specific Plan

The preparation of the Specific Plan is expected to be a process involving drafting and refinement of the document based on staff and public involvement. The Specific Plan should, at minimum, include the following elements:

a. Goals and Policies

The findings from the consultant's analysis of issues, constraints and opportunities, with input gathered through the public outreach process and City staff will be used in formulating the Specific Plan goals and policies.

b. Land Use

The land use element will define the programmatic content of the Specific Plan and will include diagrams, maps and/or other figures necessary to illustrate the proposed land use plan resulting from the analysis described above. This element should include the location of, and general parameters for, land use, buildings and facilities, and the estimated range for building intensities.

c. Infrastructure

This element will define the size and location of utilities and public service facilities. It will analyze the existing utility system for future points of connection and expansion, and identify location and sizing of water, sewer and storm drainage facilities within the study area based upon planned uses. This element will provide

an analysis and estimate of the costs to construct and maintain components of the public infrastructure within the study area.

d. Transportation/Circulation

The transportation/circulation element will identify the existing transportation, roadway, pedestrian and bicycle network and identify necessary improvements and maintenance that will provide sufficient capacity to support the proposed land uses. The transportation/circulation element should also include potential for future transit opportunities with Caltrain or the Valley Transportation Authority (VTA).

e. Urban Design

The urban design element will establish standards and location for landscaped medians, sidewalks, street furniture and gateway enhancements in conjunction with the transportation/circulation plan described above.

f. Design Guidelines

The design guidelines will articulate the vision for private improvements within the Peery Park Specific Plan area. The guidelines will include policies on site design and organization, parking, building facades, landscaping, signage and service facilities.

g. Implementation, Financing and Phasing

This element will describe actions and programs needed to implement the Specific Plan, including a capital improvement program; funding and financing program, economic development program to encourage redevelopment, attract businesses and protect local businesses; and a phasing program that links the land use development with capital improvements.

3. Environmental Review

The selected consultant team will be expected to prepare an EIR for the proposed Peery Park Specific Plan that meets the requirements of CEQA and all current State CEQA Guidelines. The consultant shall demonstrate to the City that they, or members of the consultant team, possess expertise in CEQA and that they have an extensive working knowledge of planning regulations and the application of the planning process at the local level. The EIR shall be written to allow the City to easily implement the Specific Plan and to enable the City to subsequently streamline project-level CEQA reviews that are consistent with the Specific Plan. Representation by qualified members of the consultant team will be expected at City meetings and public hearings to meet the needs of the City and ensure full compliance with all CEQA requirements. The consultant will be responsible for preparing an Administrative Draft EIR, a Draft EIR to be circulated for public review and comment, and the Final EIR. The EIR shall identify and evaluate a minimum of three plan alternatives, and identify the preferred plan. The consultant team should also prepare the mitigation and monitoring program for the EIR and handle the coordination of the EIR with the State Clearinghouse.

SECTION IV. TERMS AND CONDITIONS

A. Nomenclature

1. As used throughout this RFP and its attachments, the following terms are synonymous:
 - a. "Successful proposer" and "selected agency".
 - b. "Contract" and "Service Agreement".
 - c. "Services", "work", and "project".

2. "The City" refers to the City of Sunnyvale, California.
3. All references to "agency" apply to the agency(s) unless a specific agency is indicated.

- B. Terms of Payment** - Full payment shall be made within thirty (30) days from the date of receipt of invoice. If City is entitled to a cash discount, the period of computation shall commence on the date of receipt of invoice. City shall endeavor to pay each invoice within thirty (30) days, but shall not be responsible to the selected consultant for additional charges, interest or penalties due to failure to pay within that period.
- C. Use of Subcontractors** – Consultant shall not subcontract any portion of the services described in this RFP unless approved by City in advance in writing.
- D. Permits and Licenses** - Consultant shall obtain and maintain throughout the life of the contract all permits and licenses required in connection with the work to be performed and shall provide copies of such permits and licenses to City, upon request.
- E. Indemnification** - The selected agency shall indemnify, defend and hold harmless City and 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 herein, caused in whole or in part by any negligent act or omission of agency, 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 City.
- F. Insurance** - The selected agency shall obtain, at its own expense and from an admitted insurer authorized to operate in California, the insurance coverage detailed in Exhibit A. The selected agency shall submit Certificate of Insurance to City within ten (10) calendar days of the date of written notice of award by City.

SECTION V. CONTENT OF PROPOSAL

The proposals will be evaluated on the merits of their outlined approach to the preparation of the Specific Plan and its accompanying EIR. Each proposal must include the following elements:

- A.** A letter of interest that includes a short discussion of the intended approach to the project which succinctly demonstrates the consultant's understanding of the purpose of the Specific Plan, the key issues and tasks for Specific Plan preparation, and the consultant's ability to address them.
- B.** Work Plan:
1. Statement of Approach – A description as to the approach in preparing a Specific Plan that will guide the development and transformation of underused industrial land into a vibrant business community.
 2. Background – Demonstrate a good understanding of the Specific Plan area, including its setting, issues, and potential constraints that may affect future outcome.
 3. Proposed Scope of Services – A description of the services which the consultant will perform, including an outline of the major tasks and identification of deliverables.

4. Assistance from the City – An identification of any information, data, and/or assistance required from City staff to accomplish the work plan.

C. Management Plan:

Describe in both text and graphic form how the Specific Plan and EIR will be developed and prepared within a 12-month timeframe. Include an organization chart of the Project Team indicating the level of seniority of each member. A chart indicating the time commitment (expressed as hours) and task responsibilities at each phase of work should also be included. This should include an explanation of how the consultant will maintain close communication with City staff and identification of the consultant team members' respective roles and responsibilities in maintaining the schedule and coordinating with the City.

D. Qualifications and Prior Experience:

Provide information on the qualifications of the individuals of the Project Team and relevant projects that he/she has worked on in the past. The information should describe the size, scope, and complexity of the prior experience on projects comparable or similar to the Specific Plan effort for the Peery Park study area. This should include the name, contact person, address, and phone numbers of each party listed, as well as a description of the service provided. The qualification section should also contain a brief summary of related experience of the sub consultant firm(s) submitting the proposal. Prospective planning consultants are expected to have prior experience in developing Specific Plans with a proven competence in CEQA environmental analysis and collaboration with agency staff and the public.

E. References:

Submit at least three (3) references from cities, counties, developers, or other entities for which the consultant has prepared a Specific Plan or similar planning document within the past five years. At least two of the references must be from a city, county, or other public agency. Include a brief description of the work performed, and the names of contact persons, addresses, telephone numbers, email addresses, etc. Provide a work product from one of the cited references. (Document will be returned upon request at the end of the selection process.)

F. Cost Proposal:

Submit a time and cost based budget for the above-referenced work. The cost proposal should be consistent with the work plan that identifies costs by task, and product. Cost should be estimated separately for each of the major components the prime and sub-consultants will be responsible for. This proposal should include:

1. The cost of each task and product, and distribution of costs by team member and/or firm.
2. The cost breakdown should be presented in a format that allows for easy evaluation of how funds will be spent, including the hours of key personnel by task.
3. A billing rate sheet covering all personnel who will charge to the project and any relevant billing policies.
4. A line item budget of staff expenses and estimate of direct expenses, such as phone, photocopying, etc.

G. Content of Analysis Proposal Traffic:

Each submitted traffic analysis work scope must contain the following items:

1. Cover letter expressing the traffic consultant interest and ability to perform the work within the required time frame;
2. Consultant's information (also applies to sub-consultants) in terms of company size, location of office(s), years in business, organization chart, resumes of staff specifically identified to work on this project including a designated project manager, consultant's experience with similar projects, etc. It should be noted that any proposed substitutions of personnel needs to be approved in advance by the City. The City also reserves the right to verify each key person's experience and/or education, and call upon references;
3. Description of the consultant understanding of issues confronting the City, including potential issues which may arise in the future. In addition to the consultant understanding of the City's land use and transportation systems, this work could rely on the consultant's experience in other jurisdictions;
4. Description of the "Scope of Work" outlined in this RFP. This work description needs to provide sufficient details to permit evaluation of the relative merits of the analysis and procedures;
5. A project schedule and budget including a logical breakdown of project tasks along with associated completion deadlines, and personnel hours and rates. The project schedule needs to allow for sufficient time for City staff review and input prior to general distribution. The schedule also needs to specify all potential project meetings, community workshops and public hearings;
6. A description of the number and type of products that will be generated throughout the project. This includes information and presentation materials needed for meetings, posting on City's web site, newsletters, etc;
7. A list of at least four references including the client, a contact name and phone number, a description of the service provided, and the consultant's office where the service was performed; and,
8. Acknowledgement of the insurance and contract requirements, including acceptance of insurance coverage amounts.

The City of Sunnyvale reserves the right to request additional information from the respondents which supplements or explains submitted materials in response to this RFP.

Attachment A

TRAFFIC ANALYSIS WORK SCOPE

Study area of the Peery Park Specific Plan is shown on the attached map. The study area is bounded by US 101 on the north side, Mathilda Avenue on the east side, and the Caltrain rail line-Evelyn Avenue on the south side. The westerly boundary of the project area varies as shown on the attached map, and mostly travels along Pastoria Avenue, Mary Avenue and the easterly limit of the Sunnyvale Golf Course. The study area is designated as MS (i.e. Industrial and Service) with higher floor area ratios mostly along Mathilda Avenue. Traffic analysis of the Peery Park Specific Plan will cover existing conditions, general plan buildout, and a minimum of three future alternatives of land use concepts and associated traffic operational conditions. This traffic analysis will be incorporated into the project's EIR and will be circulated for review by staff of VTA, Santa Clara County, Caltrans and other agencies. Consequently, the traffic analysis must not only follow the City work scope outline, but also the VTA CMP guidelines and CEQA analysis requirements.

Analysis Scenarios:

- **Area Traffic Model:** Traffic modeling work under the existing and future traffic scenarios shall be conducted using the City's traffic model. If needed, nodes and links shall be added to reflect all intersections and roadways within the Peery Park study area taking into consideration the number of lanes on the different road links, type of intersection controls, posted speed limits, travel runs, etc. It should be noted that the citywide traffic model (utilizing EMME 2) was recently updated to year 2030 traffic conditions.
- **Base Case Conditions:** The aforementioned customized area model will be used for assessing existing traffic conditions which includes identifying any existing deficiencies and needed improvements. The base case conditions analysis shall be based on accurate and recent vehicular, pedestrian and bicycle traffic counts. The City will provide any available intersection counts. Any remaining study locations must be counted with a copy of all counts provided to the City. It should be noted that a Base Case traffic analysis report must be submitted to the City for review prior to proceeding with the analysis of future land use alternatives.
- **General Plan Conditions:** This analysis scenario is for buildout of the City's General Plan. Land use assumptions and associated traffic projections can be obtained from the City's Land Use and Transportation Element of the General Plan. If needed, City staff can provide additional supportive information. If possible, the consultant needs to frame a carrying capacity analysis based on the results of the traffic modeling work for existing and general plan buildout. This is to assist in determining the number of trips that could be added in the Peery Park area without causing traffic impacts.
- **Future Analysis Alternatives:** The consultants' team will consider no less than three future land use alternatives. These may include increased office densities, provision of mixed-use developments, and other land use assumptions. Future land use alternatives will be defined subsequent to review of the base case conditions and consideration of the carrying capacity of the transportation system. The traffic analysis will cover transportation system impacts associated with each of the three future land use alternatives. The traffic consultant shall identify the evaluation criteria which could include the effect on motorists travel time, resulting impacts (such as LOS impact and potential for cut-through traffic), difficulty of implementation and costs of required mitigation, likelihood of community acceptance, etc. A detailed description of the needed transportation system improvements along with associated design and construction costs will be

developed for the preferred land use alternative and based on consultation with the project team headed by City staff.

It should be noted that the City is always interested in promoting a multi-modal transportation system that encourages alternative modes of transportation, innovative parking and traffic calming solutions consistent with the City's policies including the Sunnyvale Community Vision and Bicycle Plan. It is therefore important that proposed development patterns encourage walking and cycling to shopping facilities, transit services, etc. It is possible that one of the future land use alternatives for the area may focus on streetscape and walkability features rather than roadway capacity. The services of a transportation planner or a traffic engineer with experience in this area are desirable.

The City has undertaken numerous planning efforts for various purposes including the preparation of specific and/or concept plans for different planning areas within the City, TIAs associated with large scale development applications, etc. The consultant is expected to include the data from these reports as appropriate in the inventory of conditions and trends. List of such reference documents is provided below. The consultant will also be expected to compile additional data as necessary based on field research, traffic counts, etc. Analysis of existing and future conditions, feedback of project team and community input will form the basis of potential policies, land use and circulation recommendations, and implementation measures.

Reference documents that can be utilized include the following:

1. City of Sunnyvale Land Use and Transportation Element (November 1997)
2. City of Sunnyvale Planning and Management System Manual
3. Sunnyvale Community Vision – A Guiding Framework for General Planning (May 2007)
4. City of Sunnyvale Citywide Deficiency Plan (September 2005)
5. City of Sunnyvale Bicycle Plan (2006)
6. Long-Range Bicycle Capital Improvement Program Study (December 2000)
7. Comprehensive County Expressway Planning Study – Implementation Plan (August 2003)
8. City of Sunnyvale Downtown Specific Plan (October 2003)
9. East Sunnyvale Industrial-to-Residential Project – Draft EIR (October 2006)
10. Moffett Park Specific Plan EIR (October 2002)
11. Moffett Towers Traffic and Circulation Report (July 2006)
12. State Route 85/Interstate 280 Study (August 2004)
13. State Route 237 Corridor Study (October 2004)
14. Mary Avenue Extension – Draft and Final EIR (September 2008)
15. Pedestrian Safety and Opportunities Study (November 2007)
16. Bicycle Opportunities Study
17. Valley Transportation Plan 2030/35
18. VTA Measure A Revenue and Expenditure Plan (up-to FY ended June 30, 2007 available)
19. VTA Transit Operations Performance Report (2008 Second Quarter Report available)
20. VTA Congestion Management Program Monitoring and Conformance Report
21. VTA Short Range Transit Plan
22. VTA Countywide Bicycle Plan (Draft – June 2008)
23. Caltrain Strategic Plan
24. Transportation Strategic Program Study (November 2003)
25. Metropolitan Transportation Commission Annual Commute Survey
26. Metropolitan Transportation Commission Transit Connectivity Study (February 2006)

27. Sunnyvale Transit Improvement Study
28. Sunnyvale Transportation and Traffic Digest
29. Crossroads Collision Database
30. Intersection and Roadway Counts data (limited)
31. Various traffic operations databases – signal systems, speed radar, etc.

Trip Generation:

Trip generation of all assumed developments during a 24-hour period, as well as in the AM and PM peak hours shall be determined using the 7th Edition of the ITE Trip Generation Manual. In case an identical land use type is not covered in the ITE Manual, another recognized publication (such as SANDAG) could be used and supported by information on similar facilities already established in comparable communities. In the event that trip reduction factors are used, such factors must be reviewed and approved by the City's Transportation and Traffic Division prior to proceeding with the traffic analysis. Such intermediate submittals can be communicated via e-mail to help speed-up the approval process.

Trip Distribution and Assignment:

Beside the consultant's reliance on the traffic model, trip distribution and roadway assignment of the different land uses need to be reviewed to ensure taking into consideration the existing traffic circulation in the project area, location of regional corridors, and the main traffic generators remaining within the area. It is advisable that trip distribution and assignment be reviewed and approved by the City prior to proceeding with the traffic analysis. Again, such intermediate submittals can be communicated via e-mail to speed-up the process.

Vehicular Traffic Analysis:

The transportation consultant shall be a registered Traffic Engineer. As noted earlier, work scope to be proposed by traffic consultant(s) needs to be based on this work outline and meet CEQA requirements and the VTA Congestion Management Program (CMP) guidelines for Transportation Impact Analysis. It should be noted that the acceptable LOS for CMP facilities is "E", while the acceptable LOS for City facilities is "D".

The traffic consultant will determine the overall number of analysis locations (intersections and roadway segments) based on the distribution and assignment of traffic. Any potential impacts on SR 237, SR 85, SR 82 and US 101 must be identified. The overall consultant's list of study intersections and roadway segments shall be submitted to City staff for approval prior to proceeding with the analysis. The City will provide a copy of all available counts. Any new intersection counts to be conducted as part of this study shall include vehicular, bicycle and pedestrian volumes with a copy provided to the City. Intersection counts shall be performed at least for the AM and PM peak periods from 7:00 to 9:00 a.m. and from 4:00 to 6:00 p.m., respectively.

Transit, Pedestrian, and Bicycle Traffic Review:

A detailed description accompanied with maps of the transit services offered in the area, as well as bicycle and pedestrian facilities shall be provided as part of the study report. Any deficiencies (such as lack of sidewalk, inadequate bus stop location, inadequate transit capacity, etc.) must be identified along with feasible mitigation.

Sample Issues of Concern:

Some of the issues to be addressed as part of the future land use assumptions and associated traffic analysis are provided below:

- For the City of Sunnyvale to be competitive in the Silicon Valley economy there is a need to continue developing new Class A office buildings. Class A office buildings are most likely to be built when allowable Floor Area Ratio (FAR) is at least 50%. Establishment of Class A office buildings is expected to be included in one or more of the future land use alternatives. The traffic analysis needs to investigate if the transportation system capacity could support such higher densities along with any potential need for roadway improvements.
- The 2005 City of Sunnyvale Deficiency Plan identified impacts of development and regional traffic growth on transportation conditions. Improvements identified for the CMP facilities are not expected to suffice for ameliorating transportation conditions or preventing deteriorations relative to existing conditions. The Plan then identified needed system-wide improvements. Funding sources, jurisdictional responsibilities, integration with the County's Immediate Implementation Action List, and monitoring were some of the items also covered as part of the Deficiency Plan. The required traffic analysis is expected to supplement the Plan's findings and actions for the Peery Park area, identify any potential impacts, and recommend transportation related action items and/or policies.
- The Mathilda Avenue/SR 237 interchange is heavily used, and is projected to become deficient with future growth in the Moffett Park area. Analysis of the Peery Park area needs to benefit from the State Route 237 Corridor Study, EIR prepared for the Mary Avenue Extension and the Moffett Park Specific Plan. Other relevant policy documents and studies are listed under the next section of the work scope requirements.
- The 2003 Comprehensive County Expressway Planning Study & Implementation Plan identified stages of improvements to support projected traffic growth in the region. The Peery Park traffic analysis needs to address the City's "Fair share" of mitigation for expressway deficiencies, funding opportunities, means for minimizing impacts of increased traffic and expressways capacity on the local roadway system, etc.

Mitigations:

Any impacts under the different land use scenarios must be clearly identified. In addition, feasible improvements to mitigate all impacts along with associated costs shall be determined. In some cases, the required improvements may already be captured in the City's Deficiency Plan which needs to be stated in the study report.

Staff Review and Response to Comments:

Beside the Base Case conditions report, the selected consultant shall submit Four (4) copies of an administrative draft of the overall traffic study report conducted for the Specific Plan. Subsequent to receiving comments from the City, the traffic consultant shall revise the study report to address all comments. Eight (8) copies of a draft report shall be submitted to the City for review by VTA, Santa Clara County, Caltrans and other agencies and/or citizens as directed by City staff. In the event that the received comments require significant clarifications or additional analysis, the traffic consultant will be required to respond to these comments. A total of Six (6) copies of the final traffic study report plus an electronic copy shall then be submitted to the City upon completion of all revisions. The City reserves the right to require multiple submittals of draft documents if the quality of the analysis is inadequate.

Meetings:

The selected consultant must include attendance of at least eight meetings which may include project meetings with staff, as well as a minimum of two community meetings and two public hearings.

Public input is one of the most essential components of the Peery Park Specific Plan. The traffic consultant is expected to provide presentations and other educational methods to inform participants of relevant project background, integration of land use planning and transportation, current planning ideas regarding livable cities and smart growth, etc. The consultant is expected to provide relevant traffic study progress reports in order to contribute to the outreach efforts. In addition, up-to-date information will be regularly provided to the general public through the use of newsletters, the City's web site, public workshops, etc. Staff of the different City departments, as well as other local, county and state agencies will be involved throughout the consultation process. It should be noted that the consultant will be responsible for the preparation for; and involved in the presentation of information at project meetings, community workshops and public hearings.

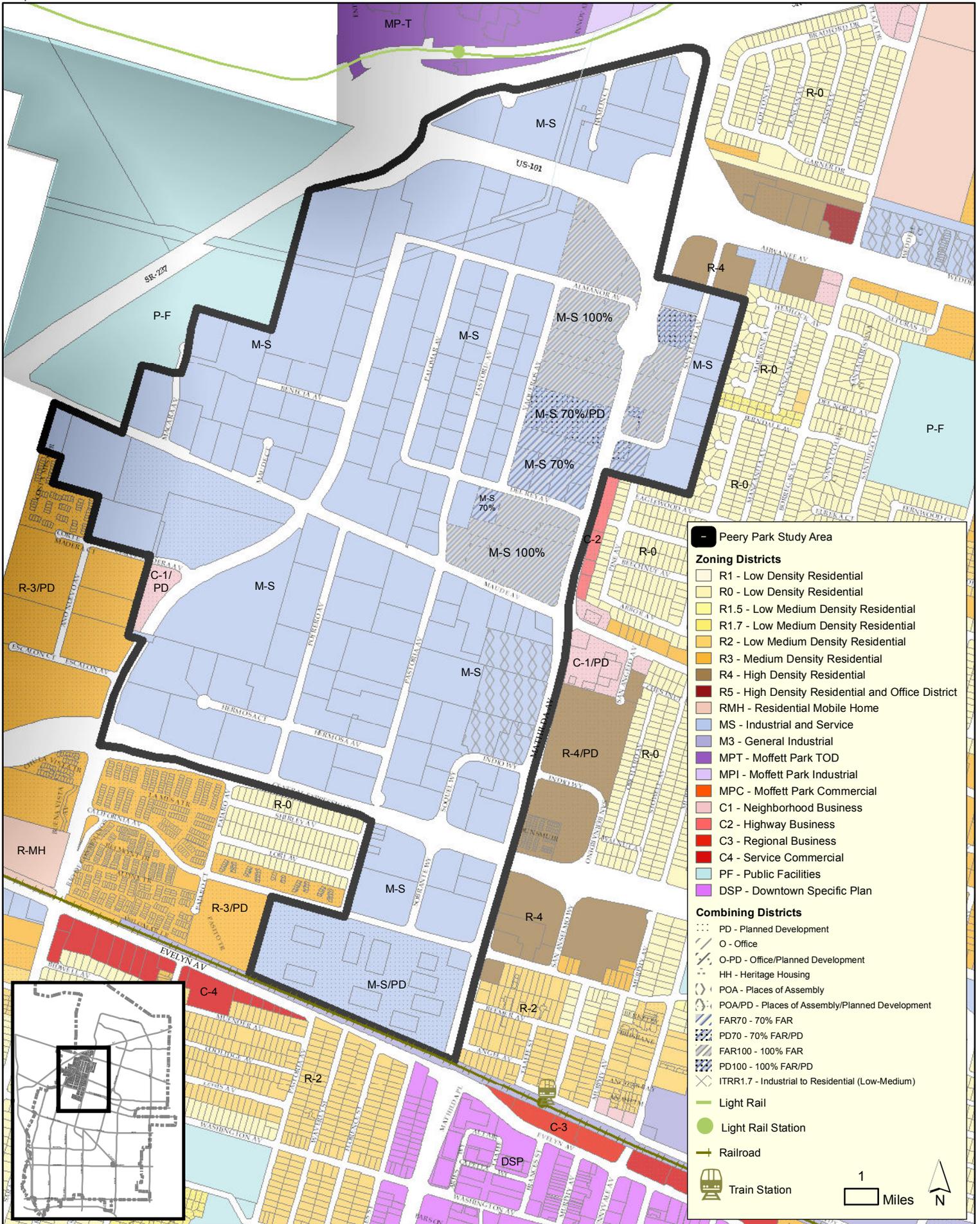
Products:

- Internet-ready material of all work generated as it becomes available including pertinent maps and graphs;
- Presentation material and large display maps for project meetings, workshops and public hearings;
- One or more CDs containing all documents, graphics, maps, data layers, matrices, traffic analysis, background documents, etc;
- Base case traffic report (four copies) prior to the evaluation of future land use alternatives; and,
- Four copies of the Administrative Draft of the project traffic study report, eight copies of the Draft Report and six copies of the Final report.

All maps will need to be compatible with the City's GIS system, graphics will be prepared in a mutually agreed upon format (possibly CAD), and documents will be prepared in Microsoft Word and a converted copy made available into Adobe Acrobat.



ATTACHMENT B PEERY PARK SPECIFIC PLAN STUDY AREA



ATTACHMENT C
SAMPLE
CONSULTANT SERVICES AGREEMENT BETWEEN THE
CITY OF SUNNYVALE
AND {NAME}
FOR PREPARATION OF A SPECIFIC PLAN AND RELATED ENVIORNMENTAL IMPACT
REPORT

THIS AGREEMENT, dated _____, is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and {CONSULTANT}, {business type, i.e. a California corporation} ("CONSULTANT").

WHEREAS, CITY is in need of services for the preparation of a Specific Plan and related Environmental Impact Report for an area of the CITY known as Peery Park; and

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

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT

1. Contract Documents

The complete Contract consists of the following documents: Request for Proposal No. 13-39, consisting of a Notice Inviting Proposals, Instructions to Proposers, Specifications, Terms and Conditions, CONSULTANT's completed Proposal and any negotiated documents. These documents are all incorporated by reference. The documents comprising the complete contract are collectively referred to as the Contract Documents.

Any and all obligations of the CITY and the CONSULTANT are fully set forth and described therein.

All of the above documents are intended to cooperate so that any work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all documents.

2. Time for Performance

The term of this Agreement shall begin on the date of execution of contract. The schedule of performance may be revised by the mutual agreement of CONSULTANT and the Department of Community Development.

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 rate of {amount in words} {\$amount in figures} per {unit of measure}. Total compensation shall not exceed {amount in words} {\$amount in figures}.

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 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 CONSULTANT, its employees, subcontractors, or agents in the performance (or non-performance) of services under this Agreement.

11. Insurance

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

12. CITY Representative

{Name and Title}, 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

{Name and Title}, 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, other than invoices for payment which shall be sent directly to Accounts Payable, shall be in writing, and shall be personally delivered, sent by first class with postage prepaid, or sent by commercial courier, addressed as follows:

To CITY: {Name and Title}
 {Department/Division}
 CITY OF SUNNYVALE
 P. O. Box 3707
 Sunnyvale, CA 94088-3707

To CONSULTANT: {Name and Title}
 {Company Name}
 {Address}
 {City State Zip}

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 CONTRACTOR. 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. CONTRACTOR 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:

("CONSULTANT")

By _____
City Attorney

By _____

Name and Title

Name and Title

EXHIBIT "A"
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.