

**DRAFT CONSULTANT SERVICES AGREEMENT BETWEEN THE CITY OF SUNNYVALE AND ASCENT ENVIRONMENTAL, INC. FOR ENVIRONMENTAL, ECONOMIC AND ENGINEERING REVIEW OF THE LAWRENCE STATION AREA PLAN HOUSING STUDY**

THIS AGREEMENT, dated \_\_\_\_\_, is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and ASCENT ENVIRONMENTAL, INC. ("CONSULTANT").

WHEREAS, CITY is in need of specialized services for environmental, economic and engineering review of the Lawrence Station Area Plan (LSAP) Housing Study; and

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

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

1. Services by CONSULTANT

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

2. Time for Performance

The term of this Agreement shall be from date of execution through project completion, unless otherwise terminated. CONSULTANT shall deliver the agreed upon services to CITY as specified in Exhibit "A".

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 as full compensation for the services rendered pursuant to this Agreement, the amounts set forth in Exhibit "B". Total compensation shall not exceed Two Hundred Eighty Thousand Nine Hundred Twenty-Five and No/100 Dollars (\$280,925.00).

CONSULTANT 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.

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

CONSULTANT 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. CONSULTANT 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 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 from and against all claims, damages, losses and expenses, including attorney fees, arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of CONSULTANT, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of CITY.

11. Insurance

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

12. CITY Representative

Trudi Ryan, Director of Community Development Department 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

Pat Angell, Senior Director 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 sent by first class with postage prepaid, or sent by commercial courier, to address as follows:

To CITY: Trudi Ryan, Director of Community Development Department  
Community Development Department  
CITY OF SUNNYVALE  
P. O. Box 3707  
Sunnyvale, CA 94088-3707

To CONSULTANT: Pat Angell, Senior Director  
ASCENT ENVIRONMENTAL, INC.  
455 Capitol Mall #300  
Sacramento, CA 95814

Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by email or fax, to accomplish timely communication. 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 three business days after mailing.

15. Assignment

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

16. Termination

- 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. 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 in writing signed by all parties.

18. 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.

19. 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

APPROVED AS TO FORM:

ASCENT ENVIRONMENTAL, INC.  
("CONSULTANT")

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

By \_\_\_\_\_  
\_\_\_\_\_  
Name and Title

By \_\_\_\_\_  
\_\_\_\_\_  
Name and Title

**EXHIBIT “A”**  
**SCOPE OF WORK**

**LAWRENCE STATION AREA PLAN UPDATE**  
**CALIFORNIA ENVIRONMENTAL QUALITY ACT REVIEW**

**PHASE 1: PROJECT DESCRIPTION AND TECHNICAL STUDIES**

This phase would include project initiation and preparation of the project description and technical studies for the LSAP Update.

The tasks under Phase 1 consist of the following:

- Task 1: Project Initiation
- Task 2: Project Description
- Task 3: Fiscal, Market, and Utility Evaluations

**Task 1 Project Initiation**

The initial task will be a meeting with City staff, Hexagon Transportation Consultants (Hexagon), and Callander Associates to understand the how the LSAP would be updated to include this new residential development potential (e.g., changes in land use designations, modification of policies, and update of the LSAP implementation provisions). The verification of the LSAP Update to be evaluated would occur at this meeting. This initiation meeting would also include initiation of work on the market, fiscal, and utility impact analyses. Refinements of the scope of work and schedule will be identified at this meeting.

**Deliverable:**

- Electronic copy of the meeting notes in Word and PDF

**Task 2 Project Description**

Ascent will prepare a detailed project description, including text and graphics, based on the information collected during Task 1. It will be used as the basis for the technical studies and subsequent EIR. The project description will include regional and local settings; objectives of the project; project characteristics, including all required amendments to the LSAP land use, implementation provisions, and associated zoning. The project description will be reviewed and approved by the City prior to initiation of Task 3.

**Deliverable:**

- Electronic copy of the project description in Word and PDF

**Task 3 Fiscal, Market, and Utility Evaluations**

EPS will prepare the market and fiscal analysis, and BKF Engineers will prepare the civil infrastructure and water supply assessment (WSA) for the LSAP Update to be used in the environmental document. The scopes of work for EPS and BKF Engineers are attached. Capacity analysis for energy, solid waste, and emergency services would be addressed in the environmental document (Phase 2).

**Deliverable:**

- Draft and final version of WSA
- Draft and final version of the utility (water, sewer, and drainage) evaluation
- Draft and final version of the fiscal analysis and market study

**PHASE 2: ENVIRONMENTAL DOCUMENTATION**

The results of Phase 1 will determine the scope of the subsequent EIR (SEIR). This SEIR will be focused on new or substantially more severe project-specific significant environmental impacts from the revised LSAP as compared to the impacts disclosed in the LSAP Final EIR pursuant to CEQA Guidelines Section 15162 and 15168.

**Task 1 Notice of Preparation and Scoping Meeting**

Ascent will prepare a draft of the Notice of Preparation (NOP) for the project that will provide a description of the project and a summary of key environmental issues to be addressed in the SEIR. Upon receiving comments on the draft NOP from the City, we will prepare the public version of the NOP for City distribution. We will submit the NOP to the State Clearinghouse on behalf of the City with the Notice of Completion.

Ascent project management will participate in the NOP scoping meeting that will consist of preparation of a power point presentation and assistance in the presentation of the project and anticipated environmental issues at the meeting. Ascent will also take meeting notes and provide a summary of NOP and scoping meeting comments.

**Deliverables**

- Electronic copy of the draft NOP in Word and PDF
- Twenty (20) printed copies of the public NOP for City distribution and an electronic copy in Word and PDF
- Submittal of fifteen (15) copies of the NOP and the Notice of Completion to the State Clearinghouse on behalf of the City
- Participation in the NOP scoping meeting
- Electronic copy of the summary of NOP comments in Word and PDF

**Task 2 Administrative Draft SEIR**

Ascent will prepare an administrative Draft SEIR, in accordance with CEQA and the State CEQA Guidelines. For those resources that would not be affected by the project modifications, the SEIR will provide the rationale as to why the modifications would not result in any new or substantially more severe significant impacts than discussed in the LSAP Final EIR and note that the issue is not discussed further in the SEIR. Based on review of the LSAP EIR, the following environmental issue areas are anticipated to not be discussed further in the SEIR:

- Aesthetics
- Agriculture and Forestry Resources
- Biological Resources
- Cultural and Tribal Cultural Resources

- Geology and Soils
- Hydrology and Water Quality
- Mineral Resources

The SEIR will adhere to all CEQA requirements and is anticipated to focus on resource categories for which new or substantially more severe significant impacts could occur than analyzed in the LSAP Final EIR. As required under CEQA, the SEIR's level of analysis will reflect the level of detail known about project.

The SEIR will include the following chapters:

#### *Introduction*

The Introduction will describe the purpose of the SEIR and the outline of the SEIR contents.

#### *Executive Summary*

The Executive Summary will provide an overview of the project modifications, alternatives evaluated, areas of controversy and issues to be resolved, and new or substantially more severe significant project impacts and mitigation measures to address those impacts.

#### *Project Description*

The Project Description will utilize the project description provided in the Phase 1.

#### *Environmental Setting, Impacts, and Mitigation Measures*

Each environmental resource section will include a summary of the conclusions in the Final LSAP EIR, a description of any changes to the environmental setting (i.e., the baseline environmental conditions) and regulatory setting (i.e., federal, state, and local regulations), criteria used to determine the significance of impacts, analysis methodology and assumptions, and detailed discussion of the potentially new or substantially more severe significant environmental effects of the project. Impact conclusions will be based on substantial evidence and mitigation measures will be recommended for any new or substantially more severe significant or potentially significant impacts. References will be provided as necessary to the supporting technical studies, which will be included as appendices to the SEIR.

The SEIR will focus on the following environmental issues because of their potential importance in the analysis:

#### *Air Quality*

The air quality analysis will focus on project-specific construction and operational impacts as compared to the build-out analysis provided in the LSAP EIR. The analysis will review and utilize (as appropriate) the Bay Area Air Quality Management District's Thresholds of Significance under its CEQA Guidelines. The impact analysis will address whether the project would result in exacerbation of any existing toxic air contaminants concentrations that could result in new or substantially more severe health impacts than disclosed in the Final LSAP EIR.



### *Greenhouse Gas*

The LSAP EIR includes an analysis of greenhouse gas emissions (GHG) at City build-out as compared to the City's current Climate Action Plan (CAP) and determined that the CAP adequately addressed the LSAP GHG emissions. The GHG analysis for the project would address whether the project modifications would result in new or substantially more severe significant GHG emissions than disclosed in the Final LSAP EIR. This analysis would analyze the project's consistency with the City's CAP and would discuss the adoption of Senate Bill 32, current City efforts to update the CAP, and the California Air Resources Board's 2017 Climate Change Scoping Plan Update.

### *Hazards*

The hazards analysis will focus on project changes compared to the analysis provided in the LSAP EIR. The impact analysis will address whether the project would result in exacerbation of any existing hazard impacts that could result in new or substantially more severe health impacts than disclosed in the Final LSAP EIR.

### *Noise*

The LSAP Update would place residential development adjacent to the Caltrain tracks and could generate additional traffic volumes that result in new traffic noise in the LSAP area. The noise analysis will evaluate potential noise and vibration these new residential areas would receive to confirm consistency with City policies and regulations as well as evaluate whether increases in traffic volumes would create new or substantially more severe significant noise impacts not previously addressed in the LSAP EIR.

### *Population and Housing*

The analysis will focus on project changes compared to the analysis provided in the LSAP EIR. The impact analysis will address whether the project's increase in population could result in new or substantially more severe impacts than disclosed in the Final LSAP EIR.

### *Public Services/Recreation*

The analysis will focus on project changes compared to the analysis provided in the LSAP EIR. The impact analysis will address whether the project's increase in population could result in new or substantially more severe public service and recreation impacts than disclosed in the Final LSAP EIR.

### *Transportation and Traffic*

Hexagon will be preparing the traffic impact analysis under a separate contract for the LSAP Update that will compare the LSAP EIR traffic impact conclusions to the results of new analysis based on the project. This will also include an evaluation of the potential change in projected vehicle miles traveled from the inclusion of additional residential uses and expansion of the LSAP boundaries. The results of Hexagon's traffic analysis and conclusions will be summarized in the SEIR.

### *Utilities*

The results of the utility impact analysis and water supply assessment (WSA) prepared by BKF under Phase 1 Task 3 will be summarized in the SEIR. The analysis will address water, wastewater, and storm drainage infrastructure and whether any additional improvements to those already planned under the LSAP would be required to support the additional residential development potential and expansion of the LSAP boundaries. The City has recently identified existing capacity issues with the Lawrence Station wastewater trunk pipeline that would require improvement of the pipeline and the analysis would analyze whether the project would exacerbate that existing capacity shortfall.

### *Other CEQA Sections*

CEQA provides very specific requirements for the contents of an SEIR. Ascent will provide the City with a complete SEIR, containing all sections required by CEQA, including the following:

- Alternatives: Up to three alternatives, including the No-Project Alternative will be evaluated in the EIR. The alternatives will be analyzed at a comparative level of detail, less than that of the proposed project, but sufficient to allow a comparison of impacts.
- Significant Environmental Effects Which Cannot Be Avoided/Significant Irreversible Environmental Changes: This section will summarize the conclusions in the Final LSAP EIR and clearly and succinctly summarize new or substantially more severe significant and unavoidable environmental effects of the proposed project and alternatives as evaluated in the SEIR.
- Growth-Inducing Impacts of the Proposed Project: This section will qualitatively evaluate the project's potential to induce growth and subsequent environmental impacts that would occur (pursuant to CEQA Guidelines Section 15126[d]) and provide analysis whether such impacts are new or substantially more severe than disclosed in the Final LSAP EIR.
- Energy Analysis: Ascent will summarize the analysis and conclusions related to energy in the Final LSAP EIR and provide updated environmental and regulatory setting sections. Ascent also will undertake an energy analysis of the project to determine whether the project would have new or substantially more severe significant impacts related to energy.
- Cumulative Impacts: Ascent will provide a summary of the cumulative impact conclusions in the Final LSAP EIR and evaluate the impacts of cumulative development and activities on all the resource issues evaluated in the SEIR to determine whether the project would have new or substantially more severe cumulatively considerable contributions to significant cumulative impacts than disclosed in the Final LSAPP EIR. Ascent will work closely with City staff to establish the cumulative setting, which involves identification of reasonably foreseeable projects and activities in the region and an accurate list of cumulative projects (proposed, approved, under construction).

The SEIR will include visual aids, such as maps and diagrams, to clearly present the environmental analysis to decision makers, responsible agencies, and the public. The executive summary will include a summary table of all impacts and mitigation measures identified in the SEIR or that were identified in the Final LSAP EIR and remain applicable to the project. An impact comparison table of the alternatives will also be provided.

As part of preparation of the administrative Draft SEIR, Ascent will compile an electronic copy of all cited literature, studies, personal communications, and reference materials used in the preparation of the SEIR.

### **Deliverable**

- Electronic copy of the administrative draft SEIR in Word and PDF

**Task 3: Print Check Draft SEIR**

Based on comments from City staff on the administrative draft SEIR, Ascent will prepare a print check Draft SEIR for City review. This scope of work assumes that comments will not require analysis of new issues or substantially revised analysis of issues already addressed in the administrative draft.

**Deliverable**

- Electronic copy of the print check Draft SEIR in Word and PDF

**Task 4: Public Draft SEIR**

Based on comments from City staff on the print check Draft SEIR, Ascent will prepare a public Draft EIR for the City to release. This scope of work assumes that comments will not require analysis of new issues or substantially revised analysis of issues already addressed in the print check document. We will also prepare the Notice of Availability and will submit the Draft SEIR to the State Clearinghouse on behalf of the City.

We will also attend the public meeting to receive comments on the Draft SEIR.

**Deliverable**

- Twenty (20) printed copies of the public Draft SEIR and an electronic copy in Word and PDF
- Notice of Availability
- Submittal of the Draft SEIR to the State Clearinghouse with the Notice of Completion on behalf of the City

**Task 5: Response to Public Comments/Final SEIR**

Ascent will coordinate with the City, who will assemble public and agency comments received on the Draft SEIR. Ascent will prepare responses to these comments and present the responses in a format to accompany the Final SEIR. The responses are assumed to require only clarification and/or explanation of the conclusions in the Draft SEIR without the need to revise analysis, elaborate substantially, or add new issues or alternatives.

Upon receiving comments on the administrative Final SEIR from the City, Ascent will generate a print check copy of the Final SEIR for final City review. We will revise the document and generate the Final EIR for City distribution.

**Deliverable**

- Electronic copy of administrative draft Final SEIR in Word and PDF
- Electronic copy of print check Final SEIR in Word and PDF
- Twenty (20) printed copies and an electronic copy Final SEIR in Word and

**PDF Task 6: Findings and Statement of Overriding Considerations**

In coordination with City staff, Ascent will prepare CEQA Findings of Fact (Findings) and, if necessary, a Statement of Overriding Considerations (SOC) for use by the City. The Findings will specify mitigation measures that have been incorporated into the project, and will explain why other measures, if any, have

been found to be infeasible. If applicable, the Findings will also identify project alternatives that could reduce adverse environmental effects but are not being implemented, with an explanation as to why they are infeasible. Ascent will prepare an administrative draft of the Findings and will submit (electronically) to the City for review and comment. Once comments are received, Ascent will incorporate comments and deliver an electronic file of the final Findings to the City.

**Deliverable**

- Electronic copy of draft Findings/SOC in Word and PDF
- Electronic copy of final Findings/SOC in Word and PDF

**Task 7: Mitigation Monitoring and Reporting Program**

Ascent will provide a draft and final MMRP. The MMRP will include all mitigation measures identified in the LSAP Final EIR that remain applicable to the modified project and all mitigation measures identified in the Final SEIR and will identify timing, responsible party, performance standards, etc.

**Deliverable**

- Electronic copy of draft MMRP in Word and PDF
- Electronic copy of final MMRP in Word and PDF

**Task 8: Project Management and Meetings**

Ascent will manage the preparation of the environmental document and maintain close communication with City. Ascent will consult with project applicant representatives only when directed by or with the permission of City staff. Ascent will participate in the following meetings:

- Eight (8) conference calls
- Two (2) project meetings
- Six (6) public meetings and workshops

## EIR ENVIRONMENTAL REVIEW PROCESS SCHEDULE

The following table summarizes the anticipated schedule to complete the EIR. The schedule assumes ten (11) weeks for the preparation of the traffic impact analysis report, fiscal/market analysis, WSA, and utility analysis.

TASK	DURATION (WEEKS)
<b>Phase 1</b>	
Task 1 Project Initiation	n/a
Task 2 Project Description	
Draft project description submitted to City	2
City review and approval of project description	1
Task 3 Fiscal, Market, and Utility Evaluations	
Draft reports submitted to City	11
City review complete	4
Final reports submitted to City	3
<b>Phase 2</b>	
Task 1 NOP and Scoping Meeting	
Draft NOP submitted to City	2
City review complete	2
NOP release NOP 30-day review period	1
	4+
Task 2 Administrative Draft SEIR (ADSEIR)	-
ADSEIR submitted to City <sup>1, 2</sup>	6
City review complete	4
Task 3 Print Check Draft SEIR	
Print check Draft SEIR submitted to City	3
City review complete	4
Task 4 Public Draft SEIR	
Public Draft SEIR released	1
Draft EIR 45-day public review period	6+
Task 5 Response to Comments/Final SEIR	
Administrative draft Final EIR submitted to City	3
City review complete	3
Print check Final SEIR submitted to City	2
City review complete	1
Final EIR submitted to City	1
Task 6 Findings and Statement of Overriding Considerations <sup>3</sup>	
Draft Findings submitted to City	1
City review complete	1
Final Findings submitted to City	1
Task 7 MMRP <sup>3</sup>	
Draft MMRP submitted to City	1
City review complete	1
Final MMRP submitted to City	1
Task 8 Phase 2 Project Management and Meetings	On-Going
<b>TOTAL</b>	<b>64 Weeks</b>

<sup>1</sup> This schedule assumes traffic report, WSA, and utility analysis are complete and approved by the City. Preparation of ADEIR chapters not related these studies will commence prior to approval of these reports.

<sup>2</sup> Preparation of the ADEIR would start during the NOP 30-day public review period.

<sup>3</sup> Work under Task 6 and 7 would occur at the same time as Task 5.

## PROPOSED COST AND ASSUMPTIONS

With the objective of promoting clarity about the proposed price, the following assumptions explain its basis to implement the proposed scope of work. Please note that the price is estimated based on a good faith effort and current understanding of the project needs of the City. Variations in approach, issues, and deliverables can adjust the contract price. If selected, Ascent is very interested in listening to the City's needs and willing to revise the scope of work and price to meet the City's expectations.

1. **Proposal Validity:** The proposed scope of work and price are valid for 120 days from the date of submittal, after which it may be subject to revision.
2. **Compliance with CEQA:** The price assumes that an environmental document will be prepared in compliance with CEQA. Work related to National Environmental Policy Act (NEPA) compliance, Section 404 compliance, or other permitting processes is not included. These can be provided with a budget augment. Work concludes at the acceptance by the City staff of the final proposed deliverable.
3. **Schedule:** The price is based on the proposed schedule. Should significant delay occur (more than 60 days) for reasons beyond Ascent's control, a budget amendment may apply to the remaining work, based on labor rates in effect at that time. Ascent will consult with the City about a course of action, if a significant delay occurs.
4. **Price Allocation to Tasks:** The proposed price has been allocated by tasks to determine the total budget. Ascent may reallocate budget among tasks, as needed, as long as the total budget is not exceeded.
5. **Staff Allocation:** Ascent may reassign tasks to different staff or labor categories, as long as the total budget is not exceeded.
6. **Coordination Meetings, Conference Calls, Public Meetings:** A total number of proposed meetings and conference calls is specified. If the number of meetings or conference calls or the required level of effort exceeds this total, a budget augment would be warranted. Ascent will advise the City, if this circumstance arises.
7. **Public Notices:** The City will be responsible for the cost of newspaper publication of notices. These costs are not included in the proposed price.
8. **Billing rates:** The enclosed billing rates apply to all agreements executed during the calendar year. After the current calendar year, contract amendments will be subject to the updated billing rates in effect at the time of amendment execution, unless contract provisions exclude billing rate updates.
9. **Changes to the Description of the Project:** After the description of the project are approved by the City for use in the environmental document, it is assumed they will not change during the course of analysis and document preparation. If changes are necessary, amendment of the budget will be warranted to the extent that already completed analysis and document preparation need to be revised or redone.
10. **Changes in the Scope of Analysis:** The proposed price assumes that no new technical issues, alternatives, field surveys, modeling, or topical areas of research or analysis will be identified through the scoping process or by other affected agencies after contract execution.

11. CEQA Document: This proposed scope and budget assumes preparation of an SEIR only. Additional support for an additional document can be provided with a budget and scope augment.
12. Document Review Cycles: Review cycles for preliminary versions of the deliverables are specified in the enclosed scope of work. Additional review cycles or additional versions of administrative or other drafts, if desired, can be provided with a budget augment.
13. Consolidated Comments: The City will provide Ascent with one set of consolidated, non-conflicting comments on preliminary draft deliverables that are submitted for review to facilitate the overall schedule and promote efficiency.
14. References Cited in the Deliverables: Ascent will maintain electronic copies of reference documents or portions of documents cited and will make the electronic files available during public review. Ascent will submit electronic copies of references to the City for project files upon completion of the authorized work.
15. Litigation Support: Ascent is available to assist in the lead agency's response to a lawsuit, subject to an amendment to the contract and budget. Except for electronic files of cited references, which will be provided as described above, assembly of an administrative record or project record, whether needed for litigation or other purposes, is not included in the budget, but can be provided with a budget augment.

**EXHIBIT “B”  
COMPENSATION SCHEDULE**

**BUDGET**

TASK	PROPOSED PRICE
Phase 1 Project Description (Ascent)	\$9,830
Phase 1 Utility Analysis and Water Supply Assessment (BKF) <sup>1</sup>	\$63,420
Phase 1 Marketing and Fiscal Analysis (EPS) <sup>1</sup>	\$25,820
Phase 2 EIR and Associated Tasks (Ascent)	\$181,855
TOTAL	\$280,925

<sup>1</sup>The subconsultant cost includes a general and administrative management cost of 5%.

NOTE: The budget and scope assume the evaluation of one option of the three options currently identified.



**EXHIBIT "C"**  
**INSURANCE REQUIREMENTS FOR CONTRACTS**

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.