DRAFT

CONSULTANT SERVICES AGREEMENT BETWEEN THE CITY OF SUNNYVALE AND GEOSYNTEC CONSULTANTS FOR PREPARATION OF A FEASIBILITY STUDY OF STRUCTURAL STORMWATER BEST MANAGEMENT PRACTICES FOR THE SMaRT STATION® AND CONCRETE FACILITY

THIS AGREEMENT, dated _____, is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and GEOSYNTEC CONSULTANTS ("CONSULTANT").

WHEREAS, CITY is in need of services for the preparation of a feasibility study of structural stormwater best management practices for the SMaRT Station® and concrete facility; 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. 14-103, consisting of a Notice Inviting Proposals, Instructions to Proposers, Specifications, Terms and Conditions, CONSULTANT's Scope of Work contained in Exhibit "A", and the Budget Summary contained in Exhibit "B". 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 through completion of the proposed project schedule.

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 outlined in Exhibit “B” Cost Proposal. Total compensation payable under this agreement shall not exceed One Hundred Sixty Six Thousand Eight Hundred Eighty Seven and no/100 dollars ($166,887.00).

CONSULTANT shall submit invoices to CITY no more frequently than monthly for services provided to date. Payment shall be made within thirty (30) days upon receipt of an accurate, itemized invoice by CITY’s Accounts Payable Unit.

5. Ownership of Documents

CITY shall have full and complete access to CONSULTANT's working papers, drawings and other documents during progress of the work. All documents of any description prepared by CONSULTANT shall become the property of the CITY at the completion of the project and upon payment in full to the CONSULTANT. CONSULTANT may retain a copy of all materials produced pursuant to this Agreement.

6. Conflict of Interest

No officer or employee of CITY shall have any interest, direct or indirect, in this Agreement or in the proceeds thereof. During the term of this Agreement CONSULTANT shall not accept employment or an obligation which is inconsistent or incompatible with CONSULTANT's obligations under this Agreement.

7. Confidential Information

CONSULTANT shall maintain in confidence and at no time use, except to the extent required to perform its obligations hereunder, any and all proprietary or confidential information of CITY of which CONSULTANT may become aware in the performance of its services.

8. Compliance with Laws

(a) CONSULTANT shall not discriminate against, or engage in the harassment of, any City employee or volunteer or any employee of CONSULTANT or applicant for employment because of an individual’s race, religion, color, sex, gender identity, sexual orientation (including heterosexuality, homosexuality and bisexuality), ethnic or national origin, ancestry, citizenship status, uniformed service member status, marital status, family relationship, pregnancy, age, cancer or HIV/AIDS-related medical condition, genetic characteristics, and physical or mental disability (whether perceived or actual). This prohibition shall apply to all of CONSULTANT’s employment practices and to all of CONSULTANT’s activities as a provider of services to the City.

(b) CONSULTANT shall comply with all federal, state and city laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the Agreement.

9. Independent Contractor

CONSULTANT is acting as an independent contractor in furnishing the services or materials and performing the work required by this Agreement and is not an agent, servant or employee of CITY. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between CITY and CONSULTANT. CONSULTANT is responsible for paying all required state and federal taxes.

10. Indemnity

CONSULTANT shall indemnify 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 "C" attached and incorporated by reference, and shall provide all certificates or endorsements as specified in Exhibit "C."

12. CITY Representative

Mark Bowers, 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

Lisa Austin, 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: Mark Bowers, Solid Waste Programs Division Manager
Environmental Services Department
CITY OF SUNNYVALE
P. O. Box 3707
Sunnyvale, CA 94088-3707

To CONSULTANT: Liz Austin, P.E.
Geosyntec Consultants
111 Broadway, 6th Floor
Oakland, CA 94607

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:

By_____
City Clerk

APPROVED AS TO FORM:

By_____

City Attorney

CITY OF SUNNYVALE ("CITY")

By_____
City Manager

GEOSYNTEC CONSULTANTS
("CONSULTANT")

By _____

_____
Name and Title

By _____

_____
Name and Title

Our overall approach to the project is based on our experience with similar industrial stormwater management projects. Our experience with industrial stormwater projects indicates that the dominant factors influencing control measure selection and design are land availability, cost, and site constraints. In many cases, the ideal locations for control measures based on existing drainage patterns and site operations do not have available above ground space, necessitating the installation of below-ground facilities which are more of a challenge for maintenance and cannot utilize vegetation and other natural processes for treatment. Moreover, installing below-ground facilities could be a challenge at sites located on the Bay margin due to the high groundwater table. Site constraints also can severely limit opportunities, as the underground infrastructure may be extensive and quite complex and may be costly to re-purpose.

6 METHODOLOGY AND SCOPE OF WORK

We have evaluated the Scope of Work provided in the Request for Proposals and our suggested scope is provided below.

Task 1.0 SMaRT Station

TASK 1.1 FEASIBILITY STUDY

Objective: Prepare a Feasibility Study that identifies a stormwater management system for the SMaRT Station that will allow for compliance with applicable benchmarks and Numeric Action Levels. The Feasibility Study should include conceptual designs and planning level cost analyses and estimates of all necessary financial, design, permitting, construction, operation and maintenance, and timing considerations needed to implement structural BMPs required to address the constituents of concern in stormwater discharges from the SMaRT Station. The Feasibility Study should also identify Final Designated Discharge Points for monitoring in accordance with the proposed BMP plan and potential redesign of drainage areas.

Scope of Work: For this task, the Project Team will evaluate the site and the currently implemented BMPs and will field-verify plans and maps for the SMaRT Station, relevant portions of the WPCP, and any areas where underground utilities may be required to be constructed. The Project Team will evaluate the feasibility of constructing source controls, including a roof over key areas of the facility and separating non-industrial areas; implementing on-site stormwater treatment; and/or diverting some or all of the runoff to the adjacent WPCP. As part of the source control evaluation, we will also identify galvanized metal site infrastructure that could potentially be a source of zinc, one of the primary metals of concern.

The RFP includes a very comprehensive and detailed scope of work. To briefly summarize this scope, the team will proceed by conducting the following tasks:

- Review existing facility plans, reports, sampling locations, and monitoring data;
- Review conceptual plans for WPCP demolition and reconstruction;

- Perform a SMaRT Station site inspection and interview operations staff;
- Conduct interviews of staff familiar with the WPCP Strategic Infrastructure Plan;
- Evaluate quality and quantity requirements for routing stormwater to the WPCP;
- Assess other pertinent regulatory and design requirements;
- Develop treatment and diversion alternatives that account for sea level rise;
- Develop a cost-benefit analysis for the selected alternatives; and
- Designate permanent representative discharge monitoring locations.

Considerations for each of the control measure approaches (i.e., source control, discharge to WPCP, and treatment) are summarized below.

Roofing Considerations

The key feasibility factor for roofing is related to site operations, as heavy equipment must be able to move materials around the site. Another related feasibility factor is cost, as the amount and size of roofing that may be needed to significantly affect runoff quality could be considerable as well as any additional requirements from the City's Building Division such as sprinkler systems.

Discharge to WPCP Considerations

Directing stormwater runoff to the WPCP would require coordination with the City's Pretreatment Program and compliance with the Pretreatment Program requirements. The SMaRT Station is currently permitted by the Sunnyvale Pretreatment Program as a Local Significant Industrial User (SIU) with a zero discharge. The facility is typically inspected once a year by a Pretreatment Program Industrial Inspector. The change from a zero discharge to a wastewater discharge would require wastewater characterization to determine compliance with the City's Local Limits for wastewater discharges. The Local Limits include maximum allowable concentrations for metals; pH; fats, oils, and grease (FOG); phenols; cresols; chlorinated hydrocarbons; and total toxic organics. Wastewater discharge compliance monitoring is conducted for the constituents of concern from the specific industry; for the SMaRT Station, this would likely include pH, metals, and FOG.

The most recent stormwater sampling results for copper, lead, zinc, oil and grease, and pH at the SMaRT Station are well below the City's Local Limits. The constituent concentrations will not likely be the deciding factor for the Pretreatment Program to accept the stormwater discharge. However, additional constituents would need to be monitored during the 2014 - 2015 wet season to fully evaluate compliance with the local limits. The type (i.e., stormwater), quantity, and timing of the discharge will likely be a concern for the treatment plant. Determining maximum flow rates and discharge volumes of the proposed stormwater diversions will be a key step in the feasibility study.

The Project Team is very familiar with the drainage systems around the WPCP and SMaRT Station, and of the advantages inherent in converting the channel west of the SMaRT Station to an enclosed conduit in order to provide additional footprint for the new WPCP primary treatment facilities. The team will

coordinate with the WPCP's primary facilities engineering design team to explore possible synergies between the WPCP design engineer's evaluation of that option and of possible stormwater diversions schemes north and west of the SMaRT Station, as called for under items 14 and 15 of the Feasibility Study scope in the RFP.

Stormwater Treatment Considerations

Our experience with stormwater treatment control measure selection is that "there is no silver bullet" control measure that addresses all of the constituents of concern. Here we can borrow from the experience of wastewater engineers' unit process approach to treatment. For example, screening-type measures are good for removing trash, measures that utilize settling are effective at removing coarser sediments, and filters that incorporate soils and vegetation may begin to address dissolved constituents. Indeed, a key to identifying the most appropriate mix of control measures is not only to consider the types of pollutants to be addressed, but the forms of those constituents in terms of partitioning with particles (i.e., in dissolved or particulate form), and the speciation of the constituents within the dissolved state (e.g., metals complexation). Such factors generally are not considered in control measure selection and design, with deleterious consequences. The Feasibility Study will consider the effectiveness of potential BMPs for treating the constituents of concern and producing an effluent quality that is lower than the Target Levels and Numeric Action Levels.

The Project Team has worked extensively on the International BMP Database, which gives us unique insight into stormwater treatability. An analysis of BMP effectiveness studies in the database (Table 4 below) shows the median effluent quality from the types of structural BMPs that could potentially be recommended for the site. These data show that most structural treatment BMPs can meet the benchmark values. The BMP Database is lacking aluminum treatment data, one of the SMaRT Station's primary constituents of concern. However, if aluminum is primarily associated with sediment, it is anticipated that stormwater BMPs would achieve the benchmark value based on the performance for TSS and the concentration of aluminum in site runoff compared to the Target Level (see Table 1). If feasible, it is recommended that stormwater samples collected early in the 2014 - 2015 wet season be analyzed for dissolved metals and particle size distribution, which would provide insight into metals treatability in stormwater BMPs.

Table 4: Expected Effluent Quality from Stormwater Treatment BMPs

	Al	Cu	Pb	Zn	Fe	TSS	COD
Benchmark Value (mg/L)	0.75	0.0156	0.095	0.13	1	100	120
Median BMP Effluent Concentration from International BMP Database (mg/L)							
Grass Strip	--	0.0073	0.00196	0.0243	0.59	19.1	No data
Bioretention	--	0.00767	0.00253	0.0183	1.032	8.3	56.52
Bioswale	--	0.00654	0.00202	0.0229	0.086	13.6	363
Composite (Treatment Train)	--	0.00588	0.00478	0.033	0.264	17.4	30

	Al	Cu	Pb	Zn	Fe	TSS	COD
Benchmark Value (mg/L)	0.75	0.0156	0.095	0.13	1	100	120
Detention Basin	--	0.00567	0.0031	0.0297	No data	24.2	38
Manufactured Device	--	0.01016	0.00463	0.0585	No data	18.4	45
Media Filter	--	0.00601	0.00169	0.0179	0.21	8.7	19.86
Porous Pavement	--	0.00783	0.00186	0.015	No data	13.2	No data
Retention Pond	0.81	0.00499	0.00276	0.0212	1.094	13.5	31.47

Another key consideration in BMP selection and design is the available space for BMPs given the hydraulic design requirements for volume- and flow-based BMPs included in the revised IGP and site constraints. Specifically, the IGP requires volume-based BMPs (e.g., bioretention areas) to be sized to treat the volume of runoff produced from an 85th percentile 24-hour storm event or to capture 80 percent or more of the average annual runoff volume. The corresponding design storm depth to achieve 80 percent capture is about 0.4 inches.[4] As a rule of thumb, bioretention areas sized to four percent of the tributary drainage area would meet this sizing requirement, which would require approximately 0.36 acres of treatment area.

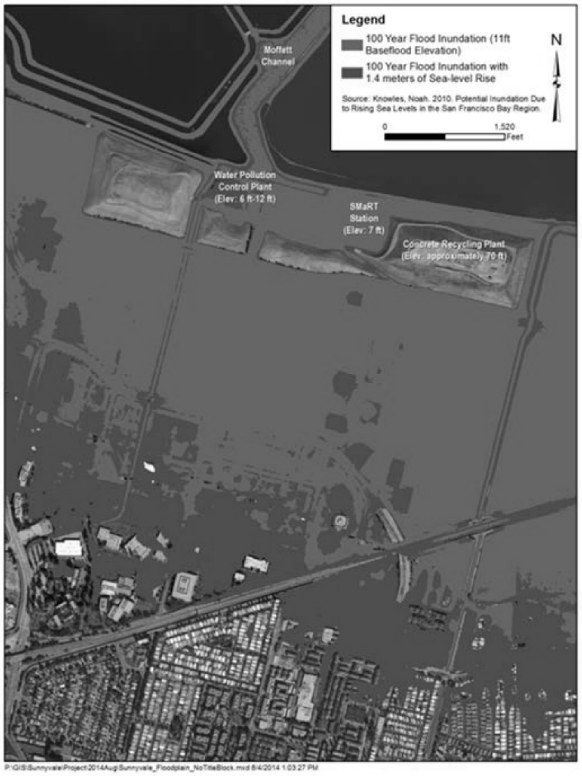

Figure 2: Current 100-Year Flood Inundation and Year 2100 Sea Level Rise Projections for Project Area

The feasibility analysis will also account for sea level rise. Figure 2 shows the current 100-year floodplain (with an 11 foot base flood elevation) and current structure elevations, with projections for sea level rise based on current predictions (1.4 meter increase by 2100). Figure 2 shows that the WPCP and the tidally-influenced Moffett Channel will be most impacted by sea level rise. Future increases in the base flood elevation could also impact the SMaRT Station, which is currently located in the 100-year floodplain. The Project Team will consider the vulnerability of the project's planned stormwater drainage system and outfalls resulting from tidal inflows, rising sea levels, and the resulting effect on groundwater intrusion, which could result in increased localized flooding. We will evaluate the storm drain system and outfall

[4] Value was derived by selecting the curve for a site runoff coefficient of 0.75 for a BMP with a 48-hr drawdown time for surface ponding using the unit basin storage volume curve for San Jose in the CASQA New Development and Redevelopment Handbook.

elevations and pump station capacities with respect to local sea level rise predictions. We will also evaluate how sea level rise could affect the representativeness of the Final Designated Discharge Points associated with monitoring new structural BMPs. The team will also coordinate with the Santa Clara Valley Water District to evaluate how the planned flood control projects for Sunnyvale East and West Channels could affect City discharges into Moffett Channel.[5]

Deliverables: A conceptual BMP evaluation technical memorandum will be prepared as a first step to be presented to and discussed with the City at a meeting. The Project Team will move forward with the preparation of the feasibility report based on the key decisions made at the meeting.

The Project Team will provide two preliminary drafts of the Feasibility Study to the City for review prior to preparing the Draft Feasibility Study for submittal to Baykeeper. Conceptual design plans and planning level cost estimates for the structural BMPs will be included in the study.

The Project Team will address Baykeeper's comments on the Draft Feasibility Study and provide one final draft of the study to the City for review, in addition to a response to comments, prior to preparing the Final Feasibility Study to be submitted to Baykeeper, which is due 20 business days after Baykeeper provides comments on the Draft Feasibility Study.

If new monitoring locations are recommended for the 2014 - 2015 wet season, these recommendations will be provided in a separate memorandum.

TASK 1.2 TIMELINE AND IMPLEMENTATION PLAN

Objective: Develop a timeframe and implementation plan based on the selected BMPs in the Final Feasibility Study.

Scope of Work: The implementation plan will consist of a list of steps that the City would follow to get to final design plans and specifications and construction for the selected structural BMPs. The steps in the process may include:

- Complying with all applicable permits and approvals;
- If applicable, addressing any coordination needed with the WPCP construction project;
- Identifying the number of design reviews needed (e.g., 30%, 65%, 90% design) (potentially design charrettes) and personnel to conduct the reviews, to get to final design and construction bid documents;
- Identifying any additional technical studies required (e.g., geotechnical, hydrologic) to move the various design phases forward; and

[5] Horizon Water and Environment, LLC, 2013. Public Review Draft, Draft Environmental Impact Report. Santa Clara Valley Water District Sunnyvale East and West Channels Flood Protection Project. October 2013.

- Identifying special training required and documentation such as O&M manuals.

A timeline will be allocated for each step as well and an identification of major obstacles that could affect the timeline.

Deliverables: One draft Timeline and Implementation Plan document will be provided to the City for review and comment prior to preparing the Draft Timeframe and Implementation Plan for submittal to Baykeeper.

The team will respond to Baykeeper's comments and prepare a response to comments and Final Timeframe Implementation Plan. One Draft Final plan will be provided to the City for review.

Task 2.0 CRF Feasibility Study and Implementation Plan

TASK 2.1 FEASIBILITY STUDY

Objective: The objectives for the CRF are the same as for the SMaRT Station.

Scope of Work: The team would proceed with a similar scope of work as proposed for the SMaRT Station, except it is probable that extensive areas of the CRF are not amenable to overhead coverage. Therefore, the options to be explored include onsite treatment in stormwater BMPs and diversion of some or all of the runoff to the WPCP.

Deliverables: The deliverables would be the same as for the SMaRT Station: a conceptual BMP memo, two preliminary drafts of the Feasibility Study to the City for review, a Draft Feasibility Study for submittal to Baykeeper, and one revised plan addressing Baykeeper's comments and a response to comments for City review, and the Final Feasibility Study.

TASK 2.2 TIMELINE AND IMPLEMENTATION PLAN

Objective: Develop a timeframe and implementation plan based on the BMPs included in the Final Feasibility Study.

Scope of Work: The scope is the same as for the SMaRT Station.

Deliverables: One preliminary draft plan will be provided to the City for review and comment prior to preparing the Draft Timeframe and Implementation Plan for submittal to Baykeeper.

The Project Team will respond to Baykeeper's comments and prepare a response to comments and Final Timeframe Implementation Plan. One Draft Final will be provided to the City for review.

Task 3.0 Project Management and Meetings

This task provides the overall management of the project.

Project Coordination

Immediately upon award of the contract, the Geosyntec Project Manager (PM) will develop a Project Administration Plan (PAP) based on the discussions with the City. The PAP will clearly identify all task leads and key personnel, a minimum number of internal team coordination meetings, regular communications with the City's PM and any additional project staff. The PAP will also include the finalized budget and schedule, including milestones, and will be referred to in monthly progress reports via email. Updates to the plan will be made, as necessary, as part of the monthly progress reports.

Quality Control Reviews and Quality Assurance of Submittals

Geosyntec's Quality control review procedures are the cornerstone of the Corporate Quality Management Plan. Geosyntec has established multiple levels of quality control. First is the Peer Review procedure. After the peer review process is complete, the package receives senior review, typically from the engineer of record for the assignment. The foundation of Geosyntec's Quality Management Program (QMP) is based upon project-pre-planning tools and technical peer review programs – each integral parts of the Geosyntec culture. Accordingly, all staff members are trained to follow specific Workflow Guidance Procedures to help them efficiently plan project tasks, assess potential risks and avoid recognized hazards.

The Geosyntec team is proud of the ways by which we ensure that our practices reflect our core values of quality and objectivity. Although internal discussions about practice quality have always been an integral part of Geosyntec's culture, we have begun a process by which we will codify in writing the quality procedures and policies for all Geosyntec practices. Our written guidance documents serve both as a guide for those who conduct, manage, support, and evaluate practice activities at Geosyntec and also as the set of principles by which our guidance documents would shape individual practice quality assurance processes.

Key elements of Geosyntec's current QMP include detailed Planning Point Lists and Standard Operating Guidance for each step and stage of project development. The QMP's Workflow Guidance diagram provides access to 13 tools to help our professionals recognize and plan procedures. These QMP tools include pre-planning during roposals; pre-planning prior to Project Implementation; Project Management, Risk & Quality Management, Environmental Health & Safety; Field Investigations; Sampling & Analysis; Data Management, Interpretation & Use; Calculations, Analyses & Modeling; Studies; Engineering Design; Plans & Specifications; and Construction Bid Packages.)

Meetings

At a minimum there will be biweekly internal conference calls or meetings to review project progress, discuss findings and any project issues or challenges, as well as preliminary results or analyses discussions. In addition, other meetings for project coordination or to discuss emerging issues that require prompt attention will be held as needed.

Members of the Project Team will attend up to two in person meetings with City staff for coordination and review of the conceptual BMP evaluation technical memorandums for the SMaRT Station and the CRF. Additional meetings will be held with the City via conference call as needed and as budget allows.

Accounting

Geosyntec uses our project management software, BST™ to control costs and enable timely submittal of project deliverables. The percentage of advancement of each work task, expenses against that work task, and time spent to perform the work will be prepared and reviewed by the Geosyntec Project Manager on a weekly basis (or more frequently, if necessary, based on the level of effort for that week) to determine whether the project is progressing in compliance with the pre-approved budget and schedule. The BST™ system issues weekly, monthly, and cumulative financial reports for tracking expenditures and preparing monthly billing statements. This will provide up-to-date administrative information and will assist the Geosyntec Project Manager with tracking costs on each task for Geosyntec and any subconsultant labor and direct expenses. By using the above system and procedures, the Geosyntec Project Manager will manage the work activities and complete the tasks within the approved budget and schedule.

7 PROJECT SCHEDULE AND DEADLINES

Table 5 summarizes the deliverable deadlines for Baykeeper submittals, and Table 6 illustrates our proposed timeline for completion of the required services including the internal deliverable schedule. The schedule proposed in Table 6 assumes project initiation by September 15, 2014.

Table 5: Baykeeper Deliverable Deadlines

Key Deliverable	Date Due to Baykeeper
SMaRT Station	
SMaRT Draft Feasibility Study	December 15, 2014
SMaRT Final Feasibility Study/Response to Comments	Within 20 business days of receiving Baykeeper's comments
SMaRT Draft Timeline and Implementation Plan	May 15, 2015
SMaRT Final Timeline and Implementation Plan	Within 20 business days of receiving Baykeeper's comments
CRF	
CFR Draft Feasibility Study	December 15, 2015
CRF Final Feasibility Study/Response to Comments	Within 20 business days of receiving Baykeeper's comments
CRF Draft Timeline and Implementation Plan	May 15, 2016
CFR Final Timeline and Implementation Plan	Within 20 business days of receiving Baykeeper's comments

Table 6: Proposed Project Schedule
Prepare Two-Phase Feasibility Study of Structural Stormwater BMPs - City of Sunnyvale

Geosyntec consultants

	Tasks	Start	End	Duration (Days)
1	**SMaRT Feasibility Study & Implementation Plan**	9/15/14	6/24/15	282
1.1	Feasibility Study (FS)	9/15/14	1/23/15	130
1.1.1	Conceptual BMP Memo	9/15/14	10/6/14	21
1.1.2	1st Internal draft Feasibility Study to City	10/13/14	11/3/14	21
1.1.3	2nd Internal draft Feasibility Study to City	11/10/14	11/17/14	7
1.1.4	**Draft FS to Baykeeper**	**12/1/14**	**12/15/14**	14
1.1.5	Draft RTC and Revised FS to City	1/5/15	1/12/15	7
1.1.6	**Final RTC and Revised FS to Baykeeper**	**1/16/15**	**1/23/15**	7
1.2	Timeline and Implementation Plan	1/23/15	6/24/15	152
1.2.1	1st Internal draft to City	1/23/15	3/1/15	37
1.2.2	2nd Internal draft to City	3/16/15	4/16/15	31
1.2.3	**Draft Implementation Plan to Baykeeper**	**4/27/15**	**5/15/15**	18
1.2.4	Draft [Final] RTC and Revised Implementation Plan to City	5/18/15	6/1/15	14
1.2.5	**Final RTC and Revised Implementation to Baykeeper**	**6/10/15**	**6/24/15**	14
2	**Concrete Recycling Facility**	6/1/15	6/24/16	389
2.1	Feasibility Study (FS)	6/1/15	1/4/16	217
2.1.1	Conceptual BMP Memo	6/1/15	7/1/15	30
2.1.2	1st Internal draft Feasibility Study to City	7/20/15	9/20/15	62
2.1.3	2nd Internal draft Feasibility Study to City	10/5/15	11/5/15	31
2.1.4	**Draft FS to Baykeeper**	**11/19/15**	**12/15/15**	26
2.1.5	Draft RTC and Revised FS to City	12/16/15	12/23/15	7
2.1.6	**Final RTC and Revised FS to Baykeeper**	**12/28/15**	**1/4/16**	7
2.2	Timeline and Implementation Plan	**1/4/16**	**6/24/16**	172
2.2.1	1st Internal draft to City	1/4/16	2/10/16	37
2.2.2	2nd Internal draft to City	2/14/16	3/16/16	31
2.2.3	**Draft Implementation Plan to Baykeeper**	**3/1/16**	**5/15/16**	75
2.2.4	Draft [Final] RTC and Revised Implementation Plan to City	6/4/16	6/10/16	6
2.2.5	**Final RTC and Revised Implementation to Baykeeper**	**6/15/16**	**6/24/16**	9
3	Project Mangement and Meetings	9/15/14	6/24/16	648

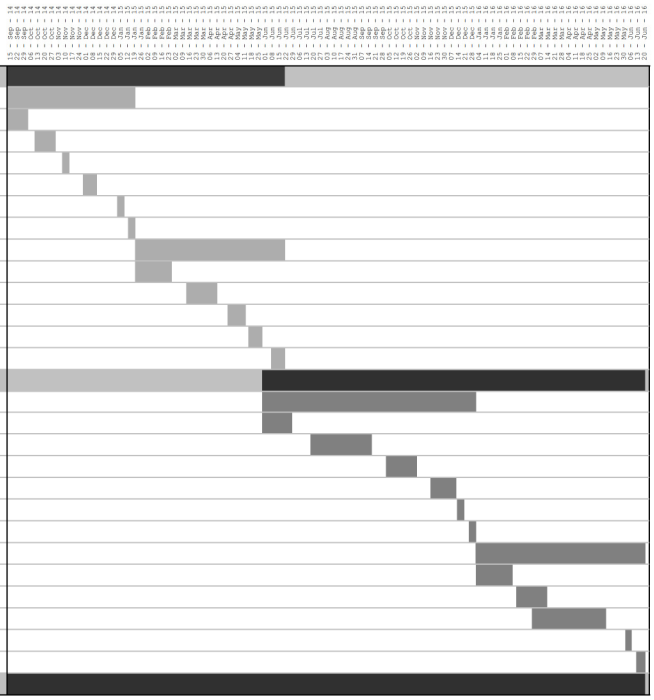

Exhibit B

	Geosyntec			EOA			Totals
	Labor	Expenses	Geosyntec Subtotal	Labor	Expenses	EOA Subtotal	Total Geosyntec & EOA
Task 1: SMaRT							
Task 1.1 Feasibility Study	$38,891	$2,014	$40,905	$27,685	$600	$28,285	$69,189
Task 1.2 Timeline and Implementation Plan	$4,944	$236	$5,180	$4,512	$0	$4,512	$9,691
Task 1.3 SMaRT PM & Meetings	$13,452	$457	$13,909	$5,772	$160	$5,932	$19,841
Total SMaRT	*$57,287*	*$2,706*	*$59,993*	*$37,969*	*$760*	*$38,729*	*$98,721*
Task 2: Concrete Recycling Facility							
Task 2.1 Feasibility Study	$26,648	$1,341	$27,989	$16,214	$600	$16,814	$44,803
Task 2.2 Timeline and Implementation Plan	$4,944	$39	$4,983	$785	$0	$785	$5,768
Task 2.3 CRF PM & Meetings	$11,207	$457	$11,664	$5,772	$160	$5,932	$17,596
Total Concrete Recycling Facility	*$42,799*	*$1,837*	*$44,636*	*$22,771*	*$760*	*$23,531*	*$68,167*
Total Project Cost	**$100,086**	**$4,543**	**$104,629**	**$60,740**	**$1,520**	**$62,260**	**$166,887**

EXHIBIT "C"
INSURANCE REQUIREMENTS

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

Minimum Scope and Limits of Insurance

CONSULTANT shall maintain limits no less than:

1. **Commercial General Liability**: $1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. ISO Occurrence Form CG 0001 is required.

2. **Automobile Liability**: $1,000,000 per accident for bodily injury and property damage. ISO Form CA 0001 is required.

3. **Workers' Compensation** and **Employer's Liability**: $1,000,000 per accident for bodily injury or disease.

4. **Errors and Omissions** Liability Insurance appropriate to CONSULTANT's profession: $1,000,000 per occurrence.

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

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

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

additional insured would be invalid under Subdivision (b) of section 2782 of the Civil Code.

2. For any claims related to this project, CONSULTANT's insurance shall be primary. Any insurance or self-insurance maintained by CITY, its officers, officials, employees, agents and volunteers shall be excess of CONSULTANT's insurance and shall not contribute with it.

3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to CITY, its officers, officials, employees, agents or volunteers.

4. CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

Acceptability of Insurers

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

Verification of Coverage

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