

**COST SHARING AGREEMENT BY AND BETWEEN THE CITY OF  
SUNNYVALE AND  
THE SANTA CLARA VALLEY WATER DISTRICT  
FOR CONSTRUCTION OF RECREATIONAL TRAILS AS PART OF THE  
SUNNYVALE EAST CHANNEL AND SUNNYVALE WEST CHANNEL  
FLOOD PROTECTION PROJECT**

This agreement (AGREEMENT) is made and entered into as of the date it is fully executed, by and between the CITY OF SUNNYVALE (CITY), a chartered California municipal corporation, and the SANTA CLARA VALLEY WATER DISTRICT (DISTRICT), a special DISTRICT of the State of California. CITY and DISTRICT may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

**RECITALS**

WHEREAS, DISTRICT is currently proceeding with the design phase of its Sunnyvale West Channel and Sunnyvale East Channel Flood Protection Project (PROJECT) and will subsequently contract for construction of the PROJECT. CITY requests DISTRICT incorporate the design and construction of certain public trail improvements into DISTRICT's PROJECT; and

WHEREAS, CITY'S trail improvements (TRAIL IMPROVEMENTS) to be included in the PROJECT are described as follows:

1. Sunnyvale East Channel – along the DISTRICT'S east maintenance road extending from Caribbean Drive upstream to Moffet Park Drive and from Persian Drive upstream to the John Christian Greenbelt, and
2. Sunnyvale West Channel – along the DISTRICT'S west maintenance road extending from Caribbean Drive upstream to Mathilda Avenue; and

WHEREAS, it is in the public's best interests to achieve the economic benefits and efficiencies resulting from combining the design and construction of the Parties' public improvement projects;

WHEREAS, DISTRICT is willing to include CITY'S TRAIL IMPROVEMENTS in its PROJECT, at CITY'S expense and in accordance with the terms and conditions set forth in this AGREEMENT.

NOW THEREFORE, in consideration of their mutual promises and agreements, and subject to the terms, conditions and provisions hereinafter set forth, the Parties hereto agree as follows:

**AGREEMENT**

**1. DESCRIPTION OF PROJECT SITE**

The Sunnyvale West Channel portion of DISTRICT'S PROJECT extends from San Francisco Bay to Inverness Way, approximately 3.0 miles in length. CITY'S TRAIL IMPROVEMENTS will be located along DISTRICT'S west maintenance road from Caribbean Drive upstream to

Mathilda Avenue, approximately 4,800 feet in length as shown on Exhibit A, attached hereto and incorporated herein by this reference. The Sunnyvale East Channel portion of DISTRICT'S PROJECT extends from San Francisco Bay to Almanor Avenue, approximately 6.5 miles in length. CITY'S TRAIL IMPROVEMENTS will be located along DISTRICT'S east maintenance road from Caribbean Drive upstream to Moffet Park Drive and from Persian Drive upstream to the John Christian Greenbelt, approximately 6,500 feet as shown on Exhibit B, attached hereto and incorporated herein by this reference.

## **2. SCOPE OF WORK**

### **2.1 DISTRICT shall perform the following:**

- 2.1.1 Administer, design, and contract for the construction of its PROJECT, including the TRAIL IMPROVEMENTS described in Section 1. DESCRIPTION OF PROJECT SITE, above, and coordinate with appropriate local, state, federal, and regulatory agencies, regarding any permits or approvals for PROJECT.
- 2.1.2 DISTRICT, as Lead Agency for its PROJECT pursuant to the requirements of the California Environmental Quality Act (CEQA), will proceed with construction of its PROJECT and the TRAIL IMPROVEMENTS under the DISTRICT's Environmental Impact Report (EIR) dated August 2014, certified by the DISTRICT'S Board of Directors on September 9, 2014, and permits, if authorized by appropriate regulatory agencies.
- 2.1.3 Ensure its obligations are met as Lead Agency under CEQA.
- 2.1.4 DISTRICT will use its best efforts for the CITY'S TRAIL IMPROVEMENTS to be constructed prior to December 31, 2017. If DISTRICT and CITY determine this schedule cannot be met, the Parties will negotiate a revised schedule for performance and execute an amendment to this AGREEMENT. If the Parties cannot agree on a revised schedule of performance, then the AGREEMENT may be terminated in accordance with Section 6. TERMINATION, of this AGREEMENT.
- 2.1.5 In the event the regulatory agency permits are not obtained, DISTRICT is not required to execute the PROJECT nor CITY'S TRAIL IMPROVEMENTS.

### **2.2 CITY shall perform the following:**

- 2.2.1 Act promptly to issue an encroachment permit at no cost to DISTRICT, if deemed necessary by CITY, for DISTRICT to perform and complete its the PROJECT and the TRAIL IMPROVEMENTS in a timely manner to meet the completion deadline stated in above.
- 2.2.2 Act promptly to execute the necessary permanent and temporary right of way deeds required by the DISTRICT to construct the PROJECT.

- 2.2.3. Ensure its obligations are met as Responsible Agency under CEQA.
- 2.2.4. Provide DISTRICT with all documentation and information regarding its TRAIL IMPROVEMENTS so that DISTRICT'S staff preparing the PROJECT design can include design of these IMPROVEMENTS in its PROJECT per CITY'S requirements.
- 2.2.5. Promptly review DISTRICT'S design team's documents prepared for public bidding and award, and provide input to DISTRICT confirming acceptance of the design documents prior to DISTRICT proceeding with advertisement and bidding.
- 2.3 The designated project manager for DISTRICT for the duration of the PROJECT is Mr. Stephen M. Ferranti. DISTRICT's project manager shall have all the necessary authority to direct technical and professional work within the scope of the AGREEMENT and shall serve as the principal point of contact with CITY. The designated project manager for CITY for the duration of the PROJECT is Mr. Manuel Pineda. Except as superseded by existing CITY law, rule or practice, CITY's project manager shall have all the necessary authority to review, approve, and accept technical and professional work within the scope of the AGREEMENT and shall serve as the principal point of contact with DISTRICT.

### **3. COST-SHARING OF PROJECT**

- 3.1 DISTRICT will advertise and publicly bid its PROJECT and include CITY'S TRAIL IMPROVEMENTS as "supplemental bid items" in order to ascertain the bidders' proposed amounts for this work.
- 3.2 DISTRICT will provide to CITY for their approval the supplemental bid items pricing information for the TRAIL IMPROVEMENTS within seven (7) calendar days after DISTRICT's public bid opening.
- 3.3 CITY shall determine if the costs for the supplemental bid items associated with the TRAIL IMPROVEMENTS are acceptable. If the costs for the TRAIL IMPROVEMENTS are acceptable, CITY will remit payment in full to DISTRICT for the supplemental bid items associated with the TRAIL IMPROVEMENTS within 90 calendar days after DISTRICT's issuance of a Notice to Proceed (NTP) to its PROJECT construction contractor (CONTRACTOR) awarded a contract by its Board of Directors.
- 3.4 If CITY does not approve the CONTRACTOR'S costs for the supplemental bid items associated with the TRAIL IMPROVEMENTS or, absent agreement between the Parties to modify the payment deadline stated in 3.3. above, fails to remit to DISTRICT payment in full within 90 days of DISTRICT's issuance of the a NTP, then DISTRICT will delete these supplemental bid items from its contract with its CONTRACTOR and this Agreement will be terminated pursuant to section 6. Termination.
- 3.5 Modifications to DISTRICT'S contract with its CONTRACTOR

- 3.5.1 DISTRICT agrees to provide CITY with notice and documentation regarding any modifications, revisions, change orders, and/or extra work required in association with the TRAIL IMPROVEMENTS to CITY within seven (7) calendar days of DISTRICT becoming aware of or initiating such matter, so CITY can provide direction to DISTRICT, if necessary and appropriate.
- 3.5.2 CITY will respond to DISTRICT regarding such matters within seven (7) calendar days of receipt of such information and provide written direction to DISTRICT, if necessary and appropriate.
- 3.5.3 If CITY's approval(s) results in an expense above the supplemental bid items amounts for which it already remitted payment to DISTRICT, CITY agrees to remit payment in full to DISTRICT within 60 calendar days of receipt of DISTRICT invoice, along with any supporting documentation for said additional costs associated with the TRAIL IMPROVEMENTS.
- 3.6 In consideration of DISTRICT preparing the PROJECT design, including CITY'S TRAIL IMPROVEMENTS, CITY will make available the PROJECT staging area to be used by DISTRICT'S CONTRACTOR free of charge for a period of three years, commencing on the date DISTRICT awards a construction contract to its CONTRACTOR.

#### **4. INSURANCE AND INDEMNIFICATION**

- 4.1 In lieu of and notwithstanding the pro rata risk allocation, which might otherwise be imposed between the Parties pursuant to Government Code Section 895.6, the Parties agree that all losses or liabilities incurred by a Party shall not be shared pro rata but, instead, DISTRICT and CITY agree that, pursuant to Government Code Section 895.4, each of the Parties hereto shall fully indemnify and hold each of the other Parties, their officers, board members, employees, and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined in Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying Party, its officers, employees, or agents, under or in connection with or arising out of any work, authority, or jurisdiction delegated to such Party under this AGREEMENT. No party, nor any officer, board member, or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of the other Party hereto, its officers, board members, employees, or agents, under or in connection with or arising out of any work authority or jurisdiction delegated to such other Party under this AGREEMENT.
- 4.2 DISTRICT and its construction contractor performing the work, will secure and maintain in full force and effect, at all times during PROJECT execution and until PROJECT completion, bodily injury insurance, property damage insurance and contractual liability worker compensation and auto coverage in forms and limits of liability acceptable to both DISTRICT and CITY, naming DISTRICT and CITY and their respective officers, employees, and agents as additional insured from and against all damages and claims, loss of liability, cost of expense arising out of or in any way connected with the PROJECT. DISTRICT is self-insured and can meet any required obligations through self-insurance.

- 4.3 The rights, duties, and obligations of the Parties as set forth above in this Section 4 of this AGREEMENT will survive termination, suspension, and expiration of this AGREEMENT.

## **5. ADDITIONAL PROVISIONS**

- 5.1 A Party's waiver of any term, condition, covenant, or breach of any term, condition or covenant shall not be construed as a waiver of any other term, condition, or covenant or breach of any other term, condition, or covenant.
- 5.2 This AGREEMENT contains the entire AGREEMENT between DISTRICT and CITY relating to PROJECT. Any prior agreements, promises, negotiations, or representations not expressly set forth in this AGREEMENT are of no force or effect.
- 5.3 If any term, condition or covenant of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this AGREEMENT shall be valid and binding on DISTRICT and CITY.
- 5.4 This AGREEMENT shall be governed and construed in accordance with the laws of the State of California.
- 5.5 This AGREEMENT may be executed in counterparts and will be binding as executed.
- 5.6 The term of this AGREEMENT shall commence upon execution of the AGREEMENT by both parties and terminate upon PROJECT completion notification by DISTRICT and receipt by DISTRICT of payment in full by CITY.
- 5.7 All changes or extensions to this AGREEMENT must be in writing in the form of an amendment approved by both Parties.
- 5.8 This AGREEMENT is entered into only for the benefit of the Parties executing this AGREEMENT and not for the benefit of any other individual, entity, or person.

## **6. TERMINATION**

- 6.1 Either DISTRICT or CITY may, upon thirty (30) days' written notice, terminate this AGREEMENT at any time prior to DISTRICT's commencement of the PROJECT.
- 6.2 Once the PROJECT work commences, this AGREEMENT may be terminated in accordance with Section 3.4 or by the mutual written consent and terms acceptable to both Parties.

## **7. NOTICES**

- 7.1 All correspondence relating to the PROJECT, including all notices required by the terms of this AGREEMENT may be delivered by first class mail addressed to the appropriate Party at the following addresses:

**To DISTRICT:** Santa Clara Valley Water District  
5750 Almaden Expressway  
San Jose, CA 95118  
Attn: Stephen M. Ferranti, Engineering Unit Manager  
Phone: (408) 630-2677  
Email: sferranti@valleywater.org

**To CITY:** City of Sunnyvale  
Department of Public Works  
456 West Olive Avenue  
Sunnyvale, CA 94088-3707  
Attn: Mr. Manuel Pineda, Public Works Director  
Phone: (408) 730-7426  
Email: mpineda@sunnyvale.ca.gov

(Remainder of page intentionally left blank; signatures follow on next page)

**IN WITNESS WHEREOF**, the Parties have executed the AGREEMENT the day and year set forth above.

CITY:

CITY OF SUNNYVALE, a chartered California municipal corporation

By: \_\_\_\_\_

Deanna J. Santana CITY Manager

PRINT NAME

APPROVED AS TO FORM:

Date: \_\_\_\_\_

By: \_\_\_\_\_

Joan A. Borger, CITY Attorney

PRINT NAME

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Kathleen Franco-Simmons CITY Clerk/CITY Auditor

PRINT NAME

Date: \_\_\_\_\_

DISTRICT:

SANTA CLARA VALLEY WATER DISTRICT, a special DISTRICT

By: \_\_\_\_\_

Beau Goldie, Chief Executive Officer

APPROVED AS TO FORM:

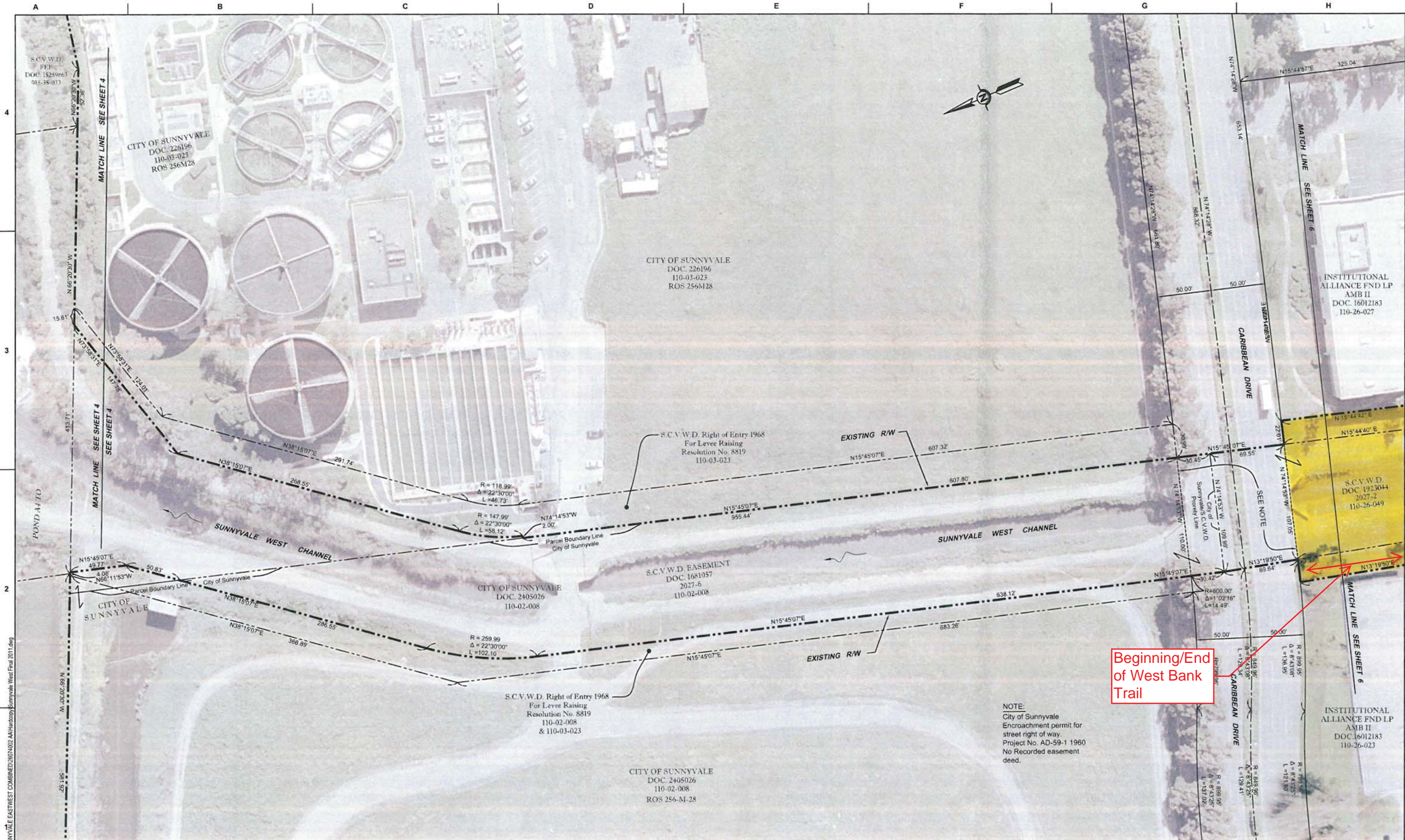
Date: \_\_\_\_\_

By: \_\_\_\_\_

Leslie Orta, Senior Assistant DISTRICT Counsel

Date: \_\_\_\_\_

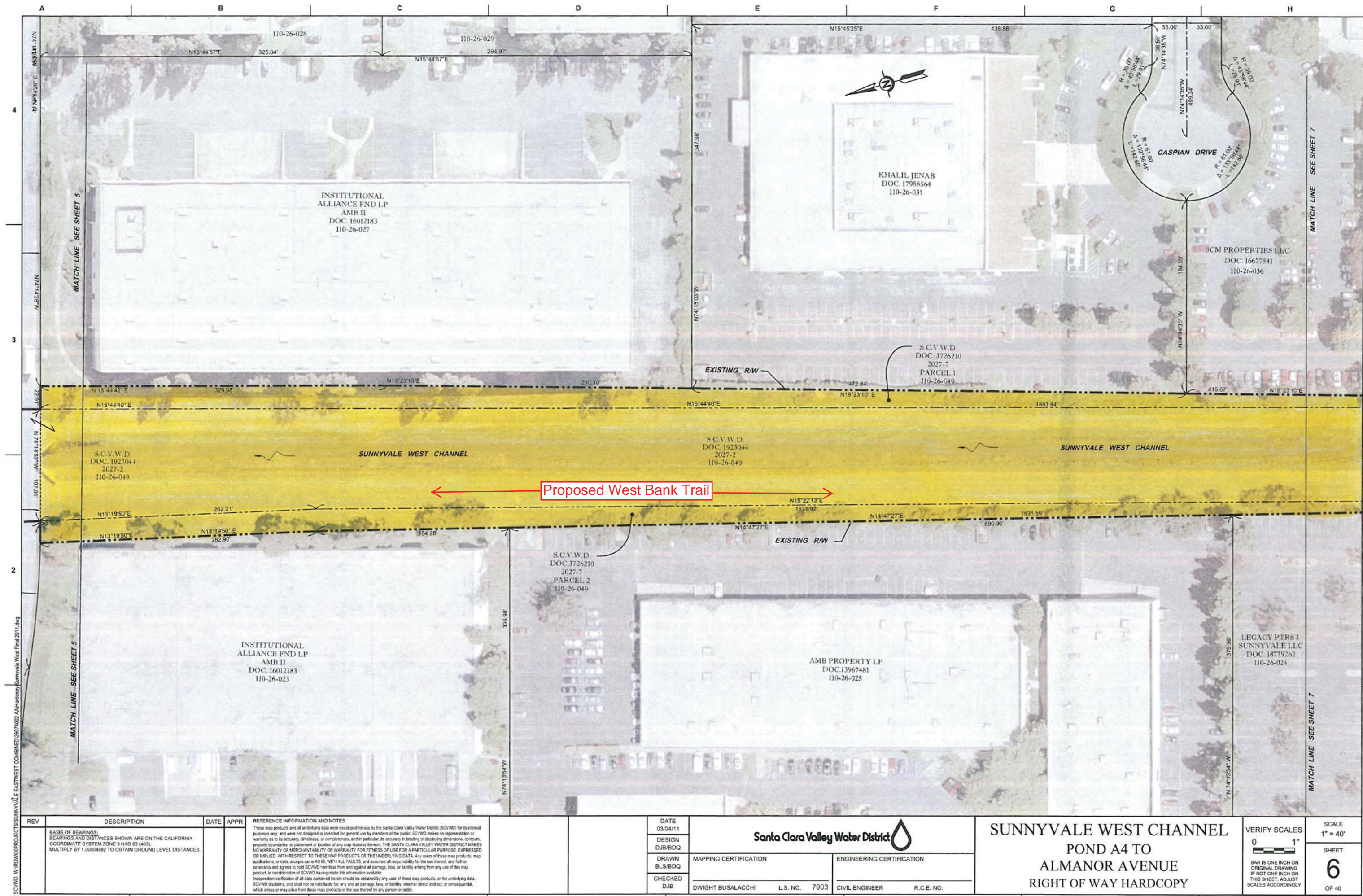




REV	DESCRIPTION	DATE	APPR	REFERENCE INFORMATION AND NOTES		DATE	DESIGN		DRAWN		CHECKED		MAPPING CERTIFICATION		ENGINEERING CERTIFICATION		SUNNYVALE WEST CHANNEL		VERIFY SCALES		SCALE	
1	BASE OF BEARINGS: BEARINGS AND DISTANCES SHOWN ARE ON THE CALIFORNIA COORDINATE SYSTEM ZONE 3 NAD 83 (463). MULTIPLY BY 1.00004882 TO OBTAIN GROUND LEVEL DISTANCES.			These map products and all underlying data were developed for use by the Santa Clara Valley Water District (SCVWD) for its internal purposes only, and were not designed or intended for general use by members of the public. SCVWD makes no representation or warranty as to its accuracy, timeliness, or completeness, and in particular, its accuracy in labeling or displaying dimensions, contours, property boundaries, or placement or location of any map features thereon. THE SANTA CLARA VALLEY WATER DISTRICT MAKES NO WARRANTY OF MERCHANTABILITY OR WARRANTY FOR FITNESS OR USE FOR A PARTICULAR PURPOSE, EXPRESSED OR IMPLIED, WITH RESPECT TO THESE MAP PRODUCTS OR THE UNDERLYING DATA. Any users of these map products, map applications, or data, accepts same AS IS, WITH ALL FAULTS, and assumes all responsibility for the use thereof, and further covenants and agrees to hold SCVWD harmless from and against all damage, loss, or liability arising from any use of this map product, in consideration of SCVWD having made this information available. Independent verification of all data contained herein should be obtained by any user of these map products, or the underlying data. SCVWD disclaims, and shall not be held liable for, any and all damage, loss, or liability, whether direct, indirect, or consequential, which arises or may arise from these map products or the use thereof by any person or entity.		03/04/11	DJB/BDQ		DJB/BDQ		DJB		DWIGHT BUSALACCHI L.S. NO. 7903		CIVIL ENGINEER R.C.E. NO.		POND A4 TO ALMANOR AVENUE RIGHT OF WAY HARDCOPY		0 1" BAR IS ONE INCH ON ORIGINAL DRAWING IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY		1" = 40'	
																					SHEET 5 OF 40	

Exhibit A-1

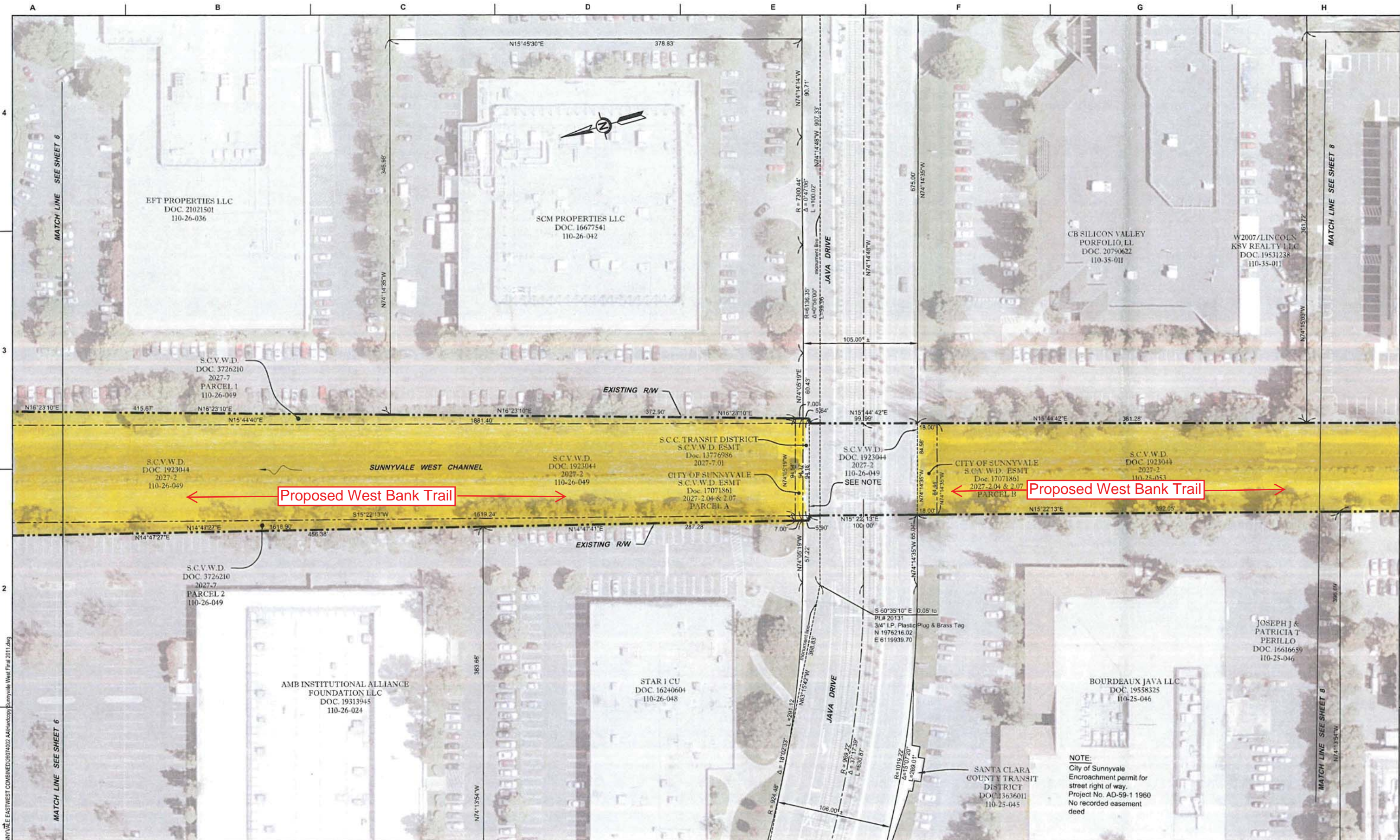




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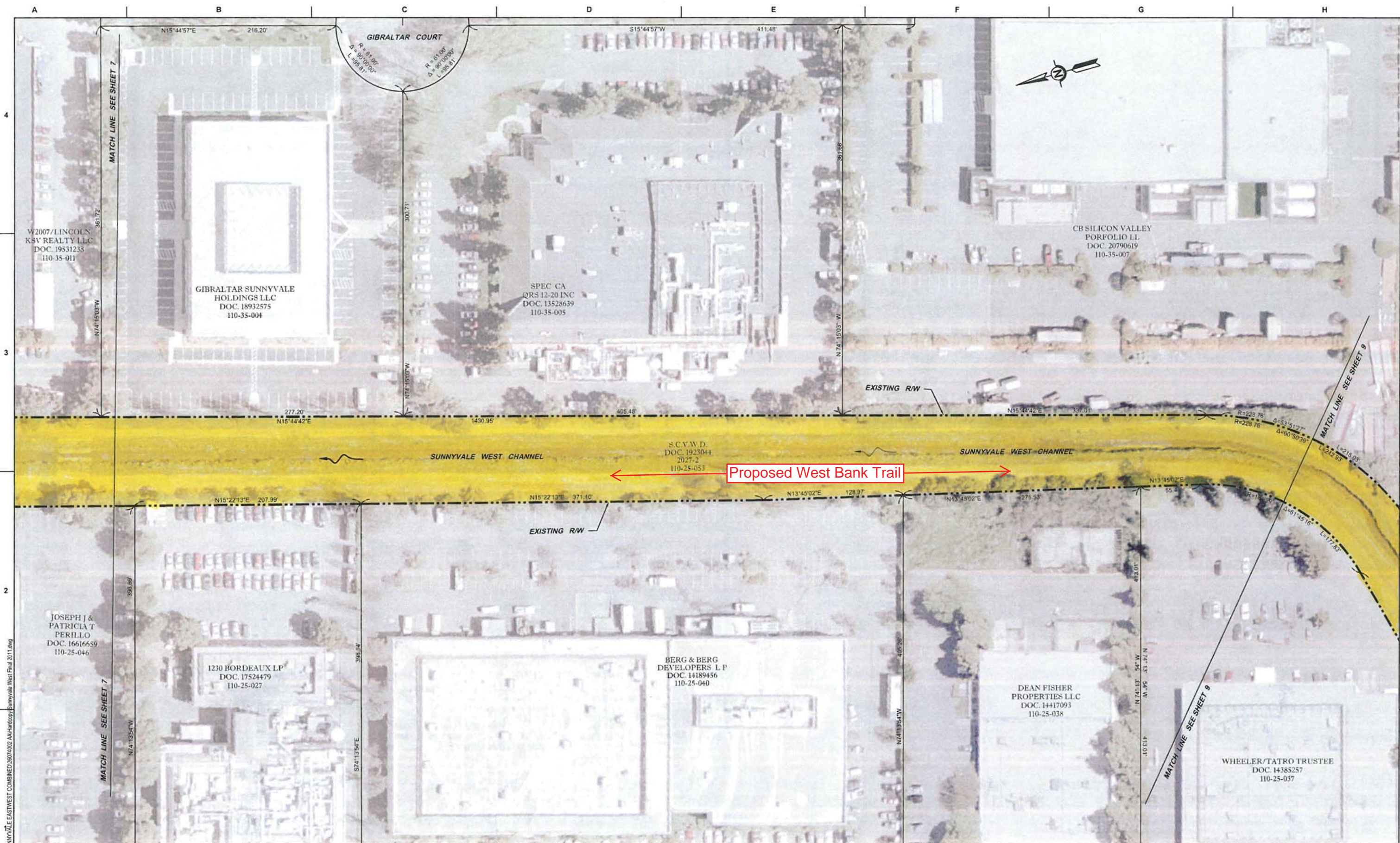
REV	DESCRIPTION	DATE	APPR	REFERENCE INFORMATION AND NOTES				DATE	Santa Clara Valley Water District		SUNNYVALE WEST CHANNEL		VERIFY SCALES	SCALE
	BASIS OF BEARINGS: BEARINGS AND DISTANCES SHOWN ARE ON THE CALIFORNIA COORDINATE SYSTEM ZONE 3 NAD 83 (403). MULTIPLY BY 1.00004882 TO OBTAIN GROUND LEVEL DISTANCES.			These map products and all underlying data were developed for use by the Santa Clara Valley Water District (SCVWD) for its internal purposes only, and were not designed or intended for general use by members of the public. SCVWD makes no representation or warranty as to its accuracy, timeliness, or completeness, and in particular, its accuracy in labeling or displaying dimensions, contours, property boundaries, or placement or location of any map features thereon. THE SANTA CLARA VALLEY WATER DISTRICT MAKES NO WARRANTY OF MERCHANTABILITY OR WARRANTY FOR FITNESS OF USE FOR A PARTICULAR PURPOSE, EXPRESSED OR IMPLIED, WITH RESPECT TO THESE MAP PRODUCTS OR THE UNDERLYING DATA. Any users of these map products, map applications, or data, accepts same AS IS, WITH ALL FAULTS, and assumes all responsibility for the use thereof, and further covenants and agrees to hold SCVWD harmless from and against all damage, loss, or liability arising from any use of this map product, in consideration of SCVWD having made this information available. Independent verification of all data contained herein should be obtained by any user of these map products, or the underlying data, SCVWD disclaims, and shall not be held liable for, any and all damage, loss, or liability, whether direct, indirect, or consequential, which arises or may arise from these map products or the use thereof by any person or entity.				03/04/11	MAPPING CERTIFICATION		ENGINEERING CERTIFICATION		0 1" BAR IS ONE INCH ON ORIGINAL DRAWING IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY	1" = 40'
								DESIGN	DWIGHT BUSALACCHI		CIVIL ENGINEER			SHEET
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REV	DESCRIPTION	DATE	APPR	REFERENCE INFORMATION AND NOTES		DATE	DESIGN	DRAWN	CHECKED	MAPPING CERTIFICATION	ENGINEERING CERTIFICATION	SUNNYVALE WEST CHANNEL		VERIFY SCALES	SCALE
	BASIS OF BEARINGS: BEARINGS AND DISTANCES SHOWN ARE ON THE CALIFORNIA COORDINATE SYSTEM ZONE 3 NAD 83 (403). MULTIPLY BY 1.00004892 TO OBTAIN GROUND LEVEL DISTANCES.			These map products and all underlying data were developed for use by the Santa Clara Valley Water District (SCVWD) for its internal purposes only, and were not designed or intended for general use by members of the public. SCVWD makes no representation or warranty as to its accuracy, timeliness, or completeness, and in particular, its accuracy in labeling or displaying dimensions, contours, property boundaries, or placement or location of any map features thereon. THE SANTA CLARA VALLEY WATER DISTRICT MAKES NO WARRANTY OF MERCHANTABILITY OR WARRANTY FOR FITNESS OF USE FOR A PARTICULAR PURPOSE, EXPRESSED OR IMPLIED, WITH RESPECT TO THESE MAP PRODUCTS OR THE UNDERLYING DATA. Any users of these map products, map applications, or data, accept same AS IS, WITH ALL FAULTS, and assumes all responsibility for the use thereof, and further covenants and agrees to hold SCVWD harmless from and against all damage, loss, or liability arising from any use of this map product, in consideration of SCVWD having made this information available. Independent verification of all data contained herein should be obtained by any user of these map products, or the underlying data. SCVWD disclaims, and shall not be held liable for, any and all damage, loss, or liability, whether direct, indirect, or consequential, which arises or may arise from these map products or the use thereof by any person or entity.		03/04/11	DJB/BDQ	BDQ	DJB	MAPPING CERTIFICATION	ENGINEERING CERTIFICATION	POND A4 TO ALMANOR AVENUE RIGHT OF WAY HARDCOPY		0 1" BAR IS ONE INCH ON ORIGINAL DRAWING IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY	1" = 40'
										DWIGHT BUSALACCHI L.S. NO. 7903	CIVIL ENGINEER R.C.E. NO.	SHEET 7 OF 40			

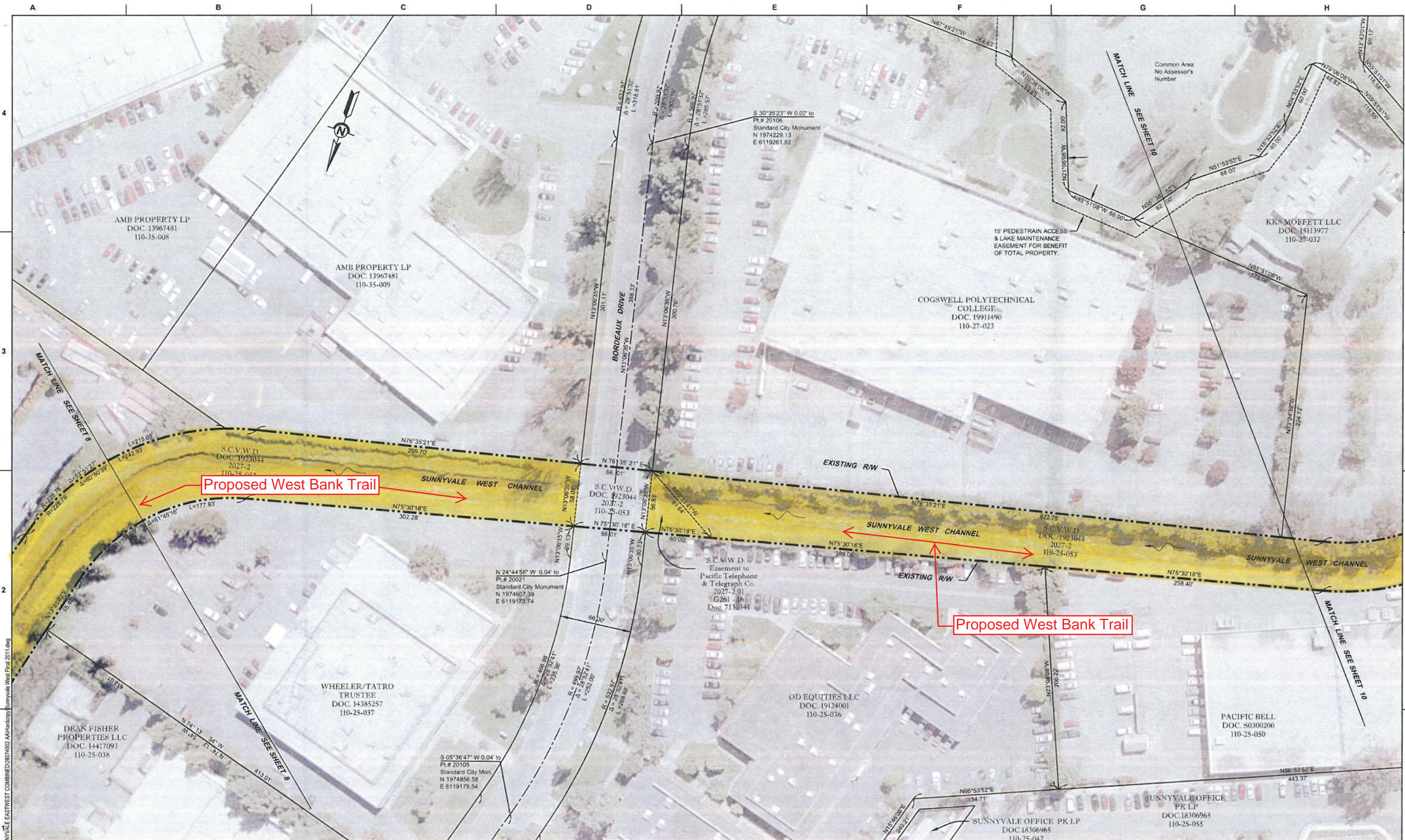




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	BASIS OF BEARINGS: BEARINGS AND DISTANCES SHOWN ARE ON THE CALIFORNIA COORDINATE SYSTEM ZONE 3 NAD 83 (403). MULTIPLY BY 1.0004882 TO OBTAIN GROUND LEVEL DISTANCES.			These map products and all underlying data were developed for use by the Santa Clara Valley Water District (SCVWD) for its internal purposes only, and were not designed or intended for general use by members of the public. SCVWD makes no representation or warranty as to its accuracy, timeliness, or completeness, and in particular, its accuracy in labeling or displaying dimensions, contours, property boundaries, or placement or location of any map features thereon. THE SANTA CLARA VALLEY WATER DISTRICT MAKES NO WARRANTY OF MERCHANTABILITY OR WARRANTY FOR FITNESS OF USE FOR A PARTICULAR PURPOSE, EXPRESSED OR IMPLIED, WITH RESPECT TO THESE MAP PRODUCTS OR THE UNDERLYING DATA. Any users of these map products, map applications, or data, accepts same AS IS, WITH ALL FAULTS, and assumes all responsibility for the use thereof, and further covenants and agrees to hold SCVWD harmless from and against all damages, loss, or liability arising from any use of this map product, in consideration of SCVWD having made this information available. Independent verification of all data contained herein should be obtained by any user of these map products, or the underlying data. SCVWD disclaims, and shall not be held liable for, any and all damages, loss, or liability, whether direct, indirect, or consequential, which arises or may arise from these map products or the use thereof by any person or entity.		03/04/11	DJB/BDQ		BLS/BBDO		DJB		DWIGHT BUSALACCHI L.S. NO. 7903		CIVIL ENGINEER R.C.E. NO.				0 1" BAR IS ONE INCH ON ORIGINAL DRAWING IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY	1" = 40'	8

Exhibit A-4

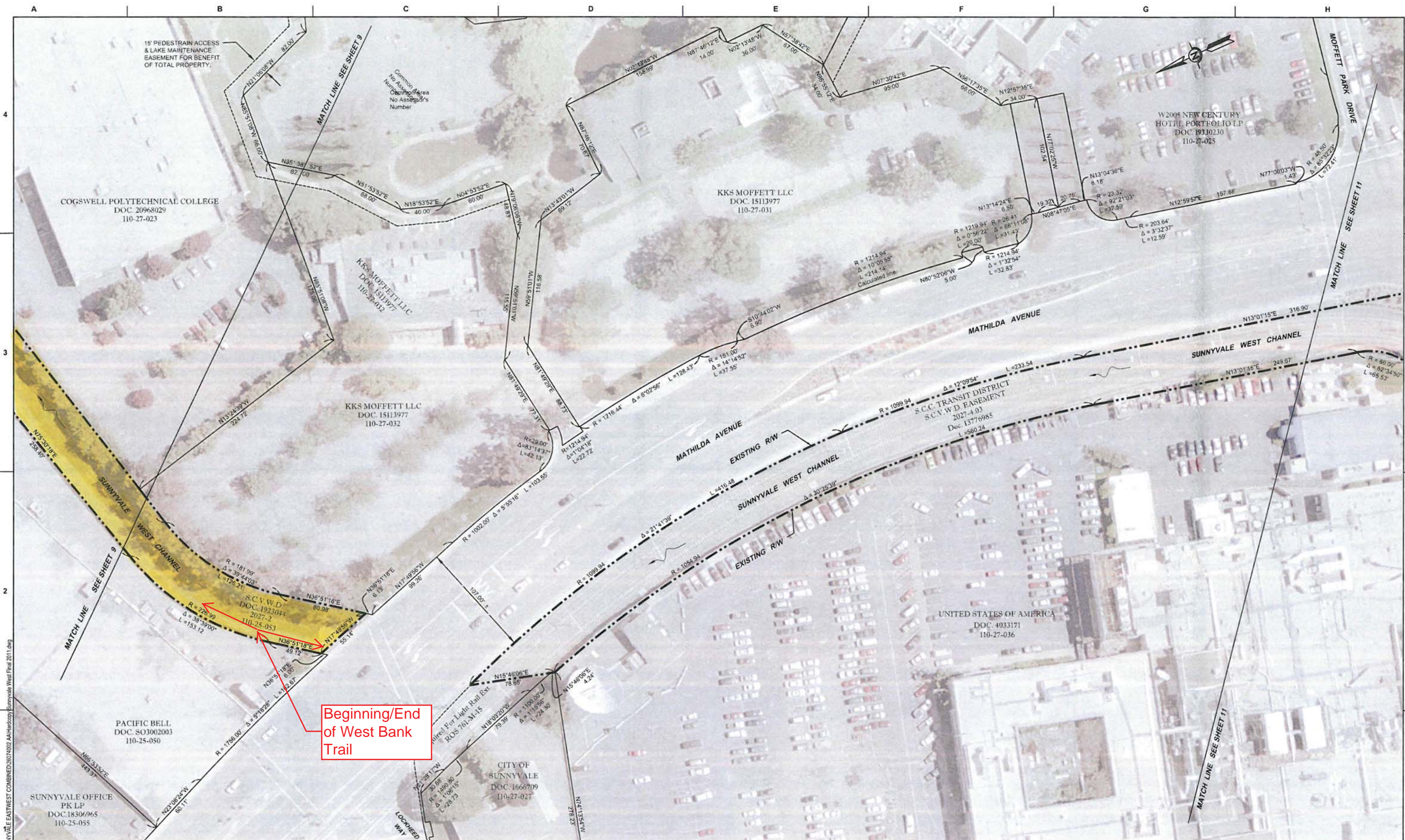




REV	DESCRIPTION	DATE	APPR	REFERENCE INFORMATION AND NOTES		DATE	DESIGN		DRAWN		CHECKED		MAPPING CERTIFICATION		ENGINEERING CERTIFICATION		SUNNYVALE WEST CHANNEL POND A4 TO ALMANOR AVENUE RIGHT OF WAY HARDCOPY		VERIFY SCALES	SCALE	SHEET
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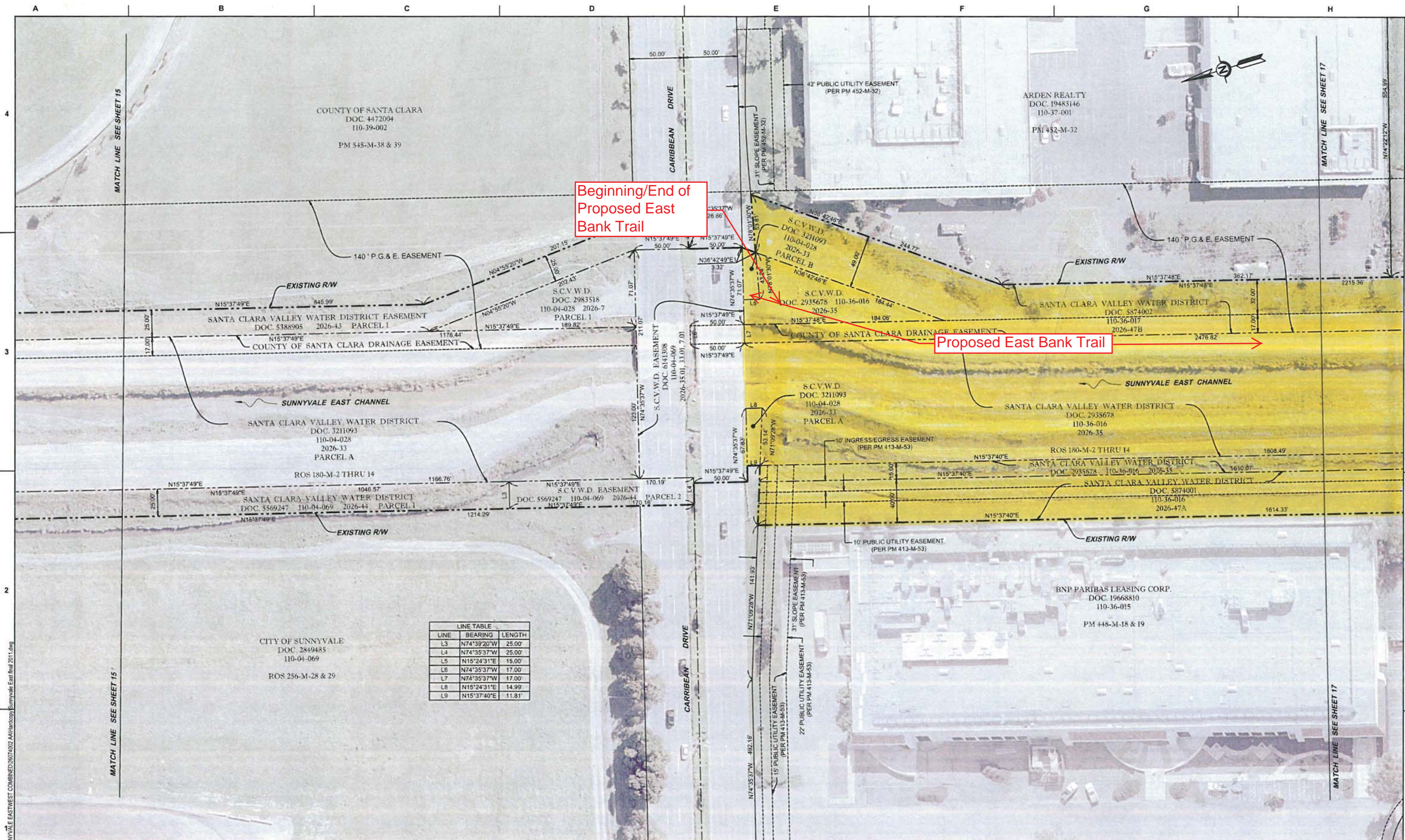
Exhibit A-5





REV	DESCRIPTION	DATE	APPR	REFERENCE INFORMATION AND NOTES		DATE	DESIGN	MAPPING CERTIFICATION		ENGINEERING CERTIFICATION		SUNNYVALE WEST CHANNEL POND A4 TO ALMANOR AVENUE RIGHT OF WAY HARDCOPY		VERIFY SCALES	SCALE	SHEET
1	BASIS OF BEARINGS: BEARINGS AND DISTANCES SHOWN ARE ON THE CALIFORNIA COORDINATE SYSTEM ZONE 3 NAD 83 (403). MULTIPLY BY 1.00004882 TO OBTAIN GROUND LEVEL DISTANCES.			These map products and all underlying data were developed for use by the Santa Clara Valley Water District (SCVWD) for its internal purposes only, and were not designed or intended for general use by members of the public. SCVWD makes no representation or warranty as to its accuracy, timeliness, or completeness, and in particular, its accuracy in labeling or displaying dimensions, contours, property boundaries, or placement or location of any map features thereon. THE SANTA CLARA VALLEY WATER DISTRICT MAKES NO WARRANTY OF MERCHANTABILITY OR WARRANTY FOR FITNESS OF USE FOR A PARTICULAR PURPOSE, EXPRESSED OR IMPLIED, WITH RESPECT TO THESE MAP PRODUCTS OR THE UNDERLYING DATA. Any users of these map products, map applications, or data, accepts same AS IS, WITH ALL FAULTS, and assumes all responsibility for the use thereof, and further covenants and agrees to hold SCVWD harmless from and against all damage, loss, or liability arising from any use of this map product, in consideration of SCVWD having made this information available. Independent verification of all data contained herein should be obtained by any user of these map products, or the underlying data. SCVWD disclaims, and shall not be held liable for any and all damage, loss, or liability, whether direct, indirect, or consequential, which arises or may arise from these map products or the use thereof by any person or entity.		03/04/11	DJB/BDQ	DWIGHT BUSALACCHI		CIVIL ENGINEER		10		0 1" BAR IS ONE INCH ON ORIGINAL DRAWING IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY	1" = 40'	OF 40
				L.S. NO. 7903				R.C.E. NO.								





LINE TABLE		
LINE	BEARING	LENGTH
L3	N74°39'20"W	25.00'
L4	N74°35'37"W	25.00'
L5	N15°24'31"E	15.00'
L6	N74°35'37"W	17.00'
L7	N74°35'37"W	17.00'
L8	N15°24'31"E	14.99'
L9	N15°37'40"E	11.81'

REV	DESCRIPTION	DATE	APPR
1	SCVWD PROJECTS/SUNNYVALE EASTWEST COMBINED/26074002/ANVhardcopy/Sunnyvale East final 2011.dwg		

DATE 03/04/11		DESIGN BQO		DRAWN BQO		CHECKED DJB	
MAPPING CERTIFICATION		ENGINEERING CERTIFICATION		DWIGHT J. BUSALACCHI L.S. NO. 7903		CIVIL ENGINEER R.C.E. NO.	

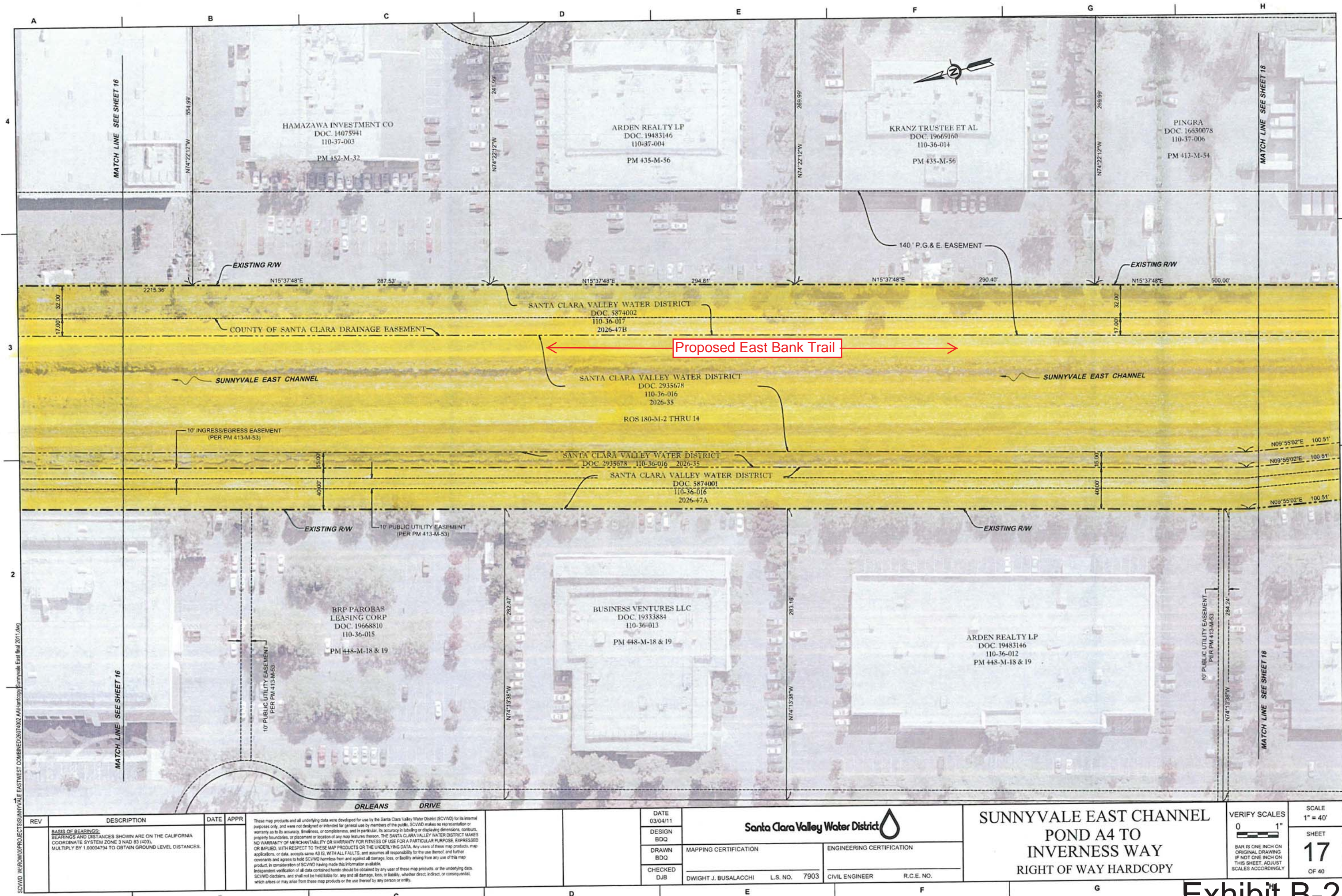
Santa Clara Valley Water District

SUNNYVALE EAST CHANNEL  
POND A4T TO  
INVERNESS WAY  
RIGHT OF WAY HARDCOPY

VERIFY SCALES  
0 1"  
BAR IS ONE INCH ON  
ORIGINAL DRAWING  
IF NOT ONE INCH ON  
THIS SHEET ADJUST  
SCALES ACCORDINGLY

SCALE  
1" = 40'  
SHEET  
16  
OF 40





SCVWD - W:\WORK\PROJECTS\SUNNYVALE EAST\WEST COMBINED\2017\03\21\A\Hardcopy\Sunnyvale East Map 2011.dwg

REV	DESCRIPTION	DATE	APPR
1	BASIS OF BEARINGS: BEARINGS AND DISTANCES SHOWN ARE ON THE CALIFORNIA COORDINATE SYSTEM ZONE 3 NAD 83 (4003). MULTIPLY BY 1.00004794 TO OBTAIN GROUND LEVEL DISTANCES.		

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DATE 03/04/11
DESIGN BDQ
DRAWN BDQ
CHECKED DJB

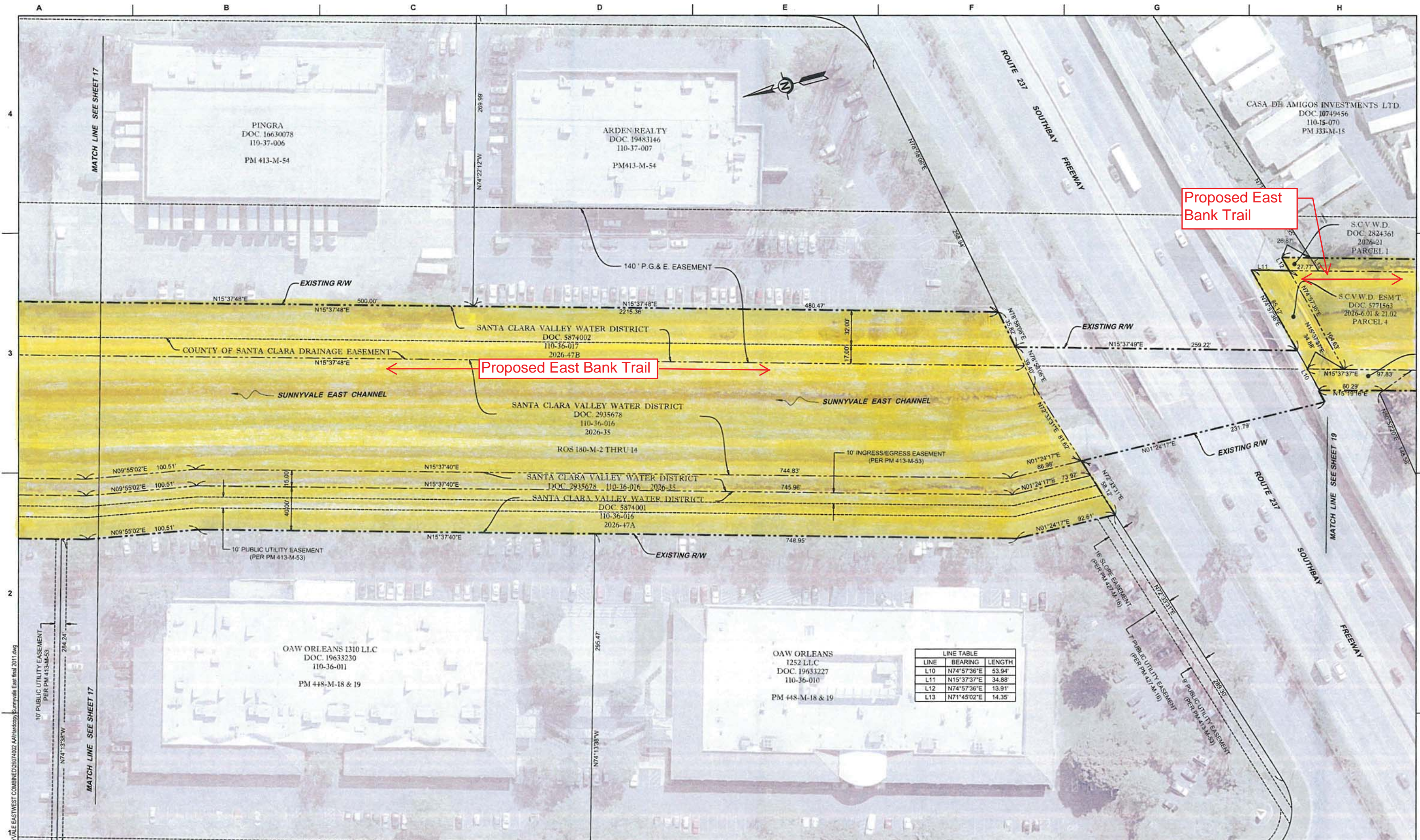
Santa Clara Valley Water District	
MAPPING CERTIFICATION	ENGINEERING CERTIFICATION
DWIGHT J. BUSALACCHI L.S. NO. 7903	CIVIL ENGINEER R.C.E. NO.

SUNNYVALE EAST CHANNEL  
POND A4 TO  
INVERNESS WAY  
RIGHT OF WAY HARDCOPY

VERIFY SCALES 0 1" = 40'	SCALE 1" = 40'
BAR IS ONE INCH ON ORIGINAL DRAWING IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY	SHEET 17 OF 40

Exhibit B-2





SCVWD: W:\WORK\PROJECTS\SUNNYVALE EAST\WEST COMBINED\26074002 AA\Hardcopy\Sunnyvale East final 2011.dwg

REV	DESCRIPTION	DATE	APPR
1	BASIS OF BEARINGS: BEARINGS AND DISTANCES SHOWN ARE ON THE CALIFORNIA COORDINATE SYSTEM ZONE 3 NAD 83 (403). MULTIPLY BY 1.00004794 TO OBTAIN GROUND LEVEL DISTANCES.		

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DATE 03/04/11	DESIGN BDQ	DRAWN BDQ	CHECKED DJB
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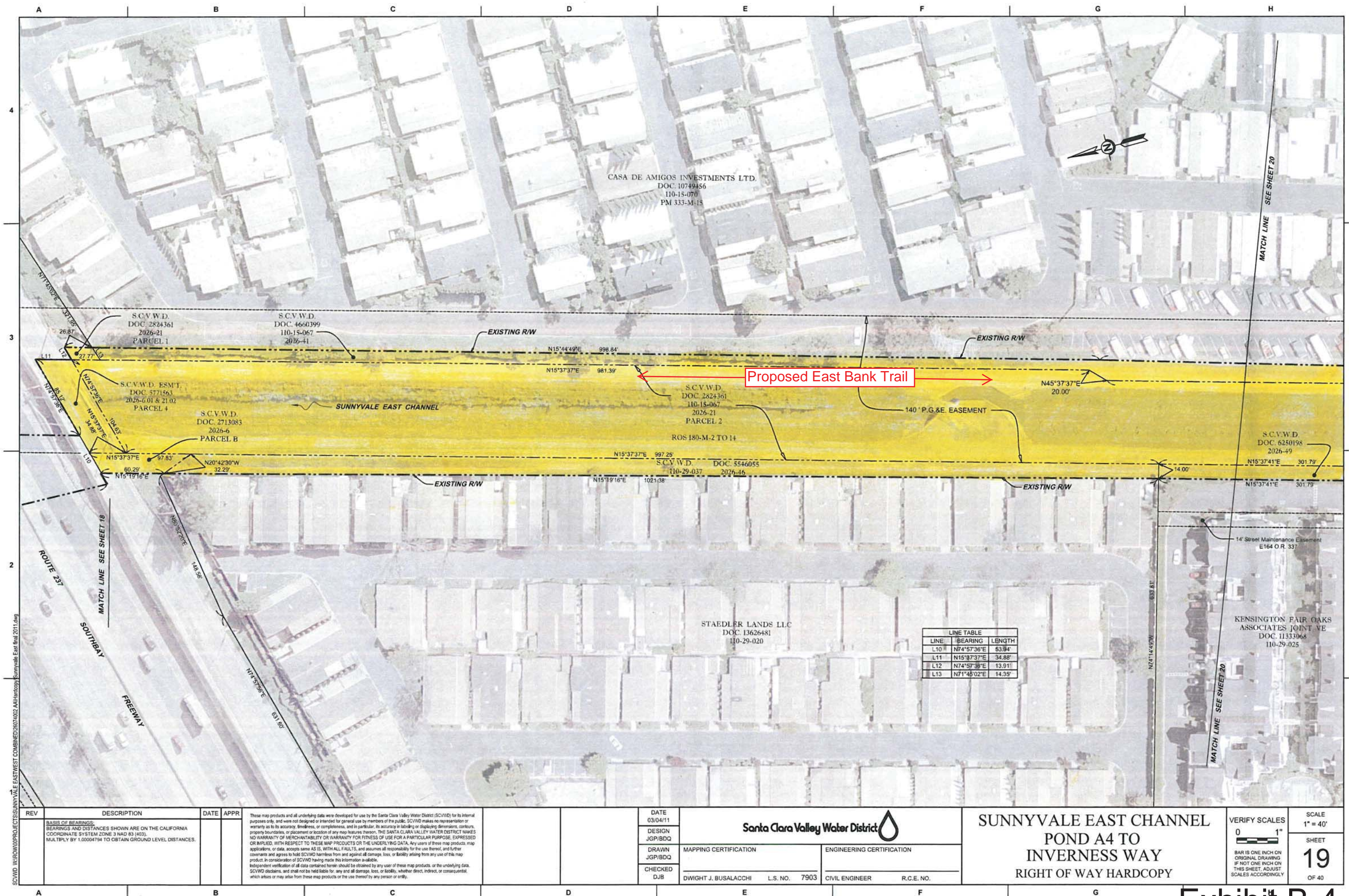
MAPPING CERTIFICATION		ENGINEERING CERTIFICATION	
DWIGHT J. BUSALACCHI	L.S. NO. 7903	CIVIL ENGINEER	R.C.E. NO.

Santa Clara Valley Water District	
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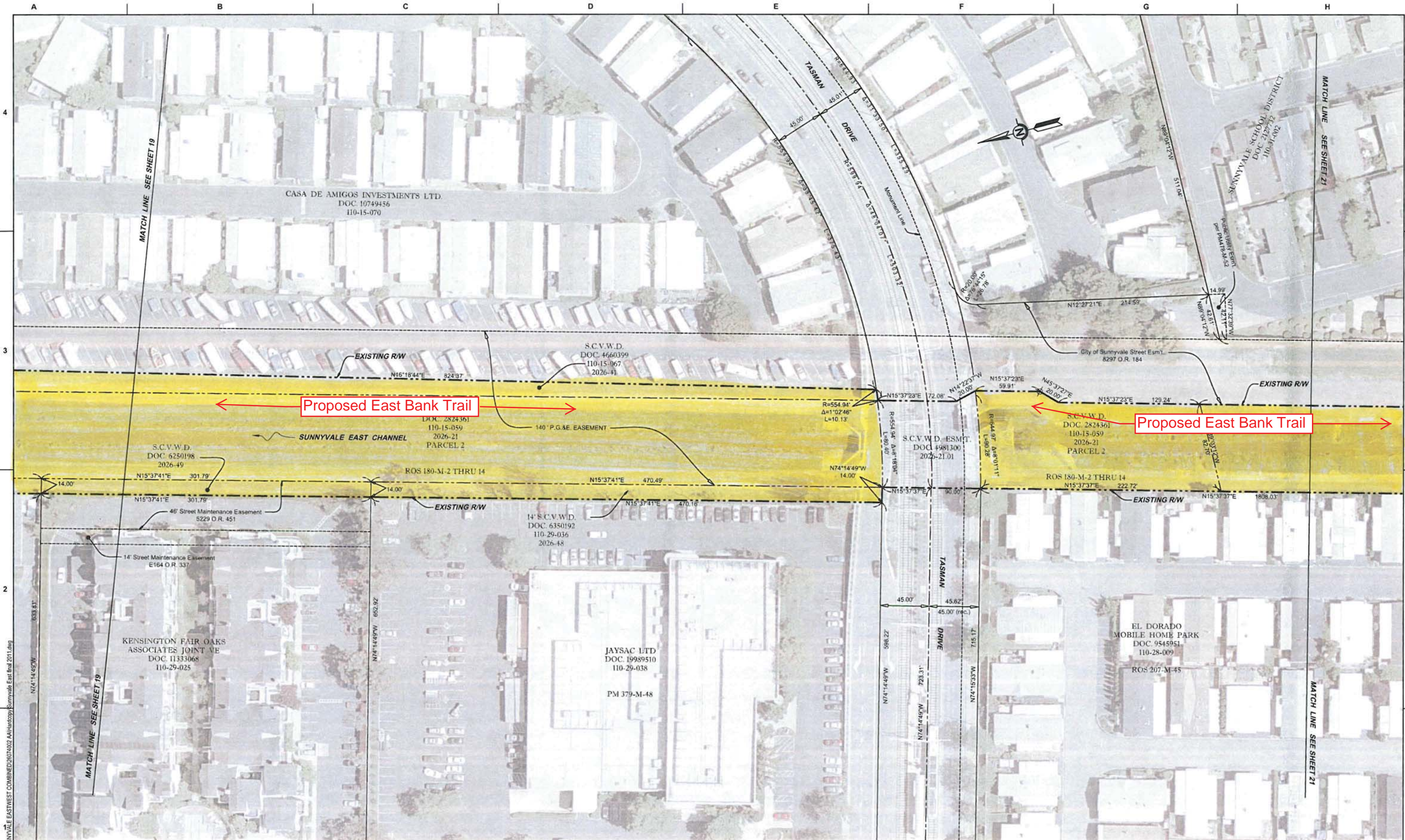
SUNNYVALE EAST CHANNEL  
POND A4 TO  
INVERNESS WAY  
RIGHT OF WAY HARDCOPY

VERIFY SCALES 0 1" BAR IS ONE INCH ON ORIGINAL DRAWING. IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY	SCALE 1" = 40' SHEET 18 OF 40
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REV	DESCRIPTION	DATE	APPR	DATE				DATE		DATE	
	BASIS OF BEARINGS: BEARINGS AND DISTANCES SHOWN ARE ON THE CALIFORNIA COORDINATE SYSTEM ZONE 3 NAD 83 (403). MULTIPLY BY 1.00004794 TO OBTAIN GROUND LEVEL DISTANCES.			03/04/11				DESIGN		MAPPING CERTIFICATION	
				JGP/BDQ				DRAWN		ENGINEERING CERTIFICATION	
				JGP/BDQ				CHECKED		CIVIL ENGINEER	
				DJB				DWIGHT J. BUSALACCHI		R.C.E. NO.	
								L.S. NO. 7903			

Santa Clara Valley Water District

SUNNYVALE EAST CHANNEL  
POND A4 TO  
INVERNESS WAY  
RIGHT OF WAY HARDCOPY

VERIFY SCALES

0 1"

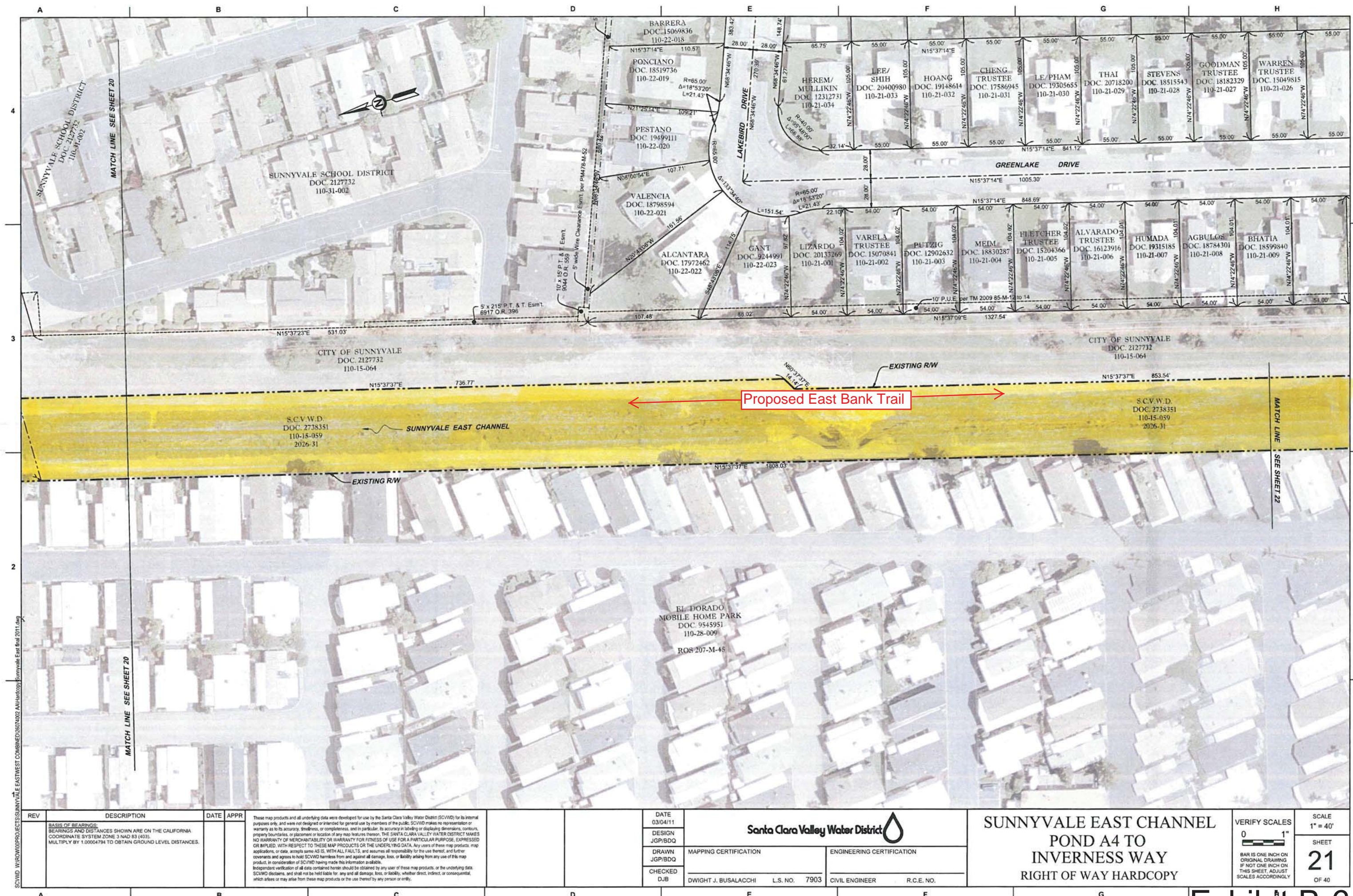
BAR IS ONE INCH ON  
ORIGINAL DRAWING  
IF NOT ONE INCH ON  
THIS SHEET, ADJUST  
SCALES ACCORDINGLY

SCALE  
1" = 40'

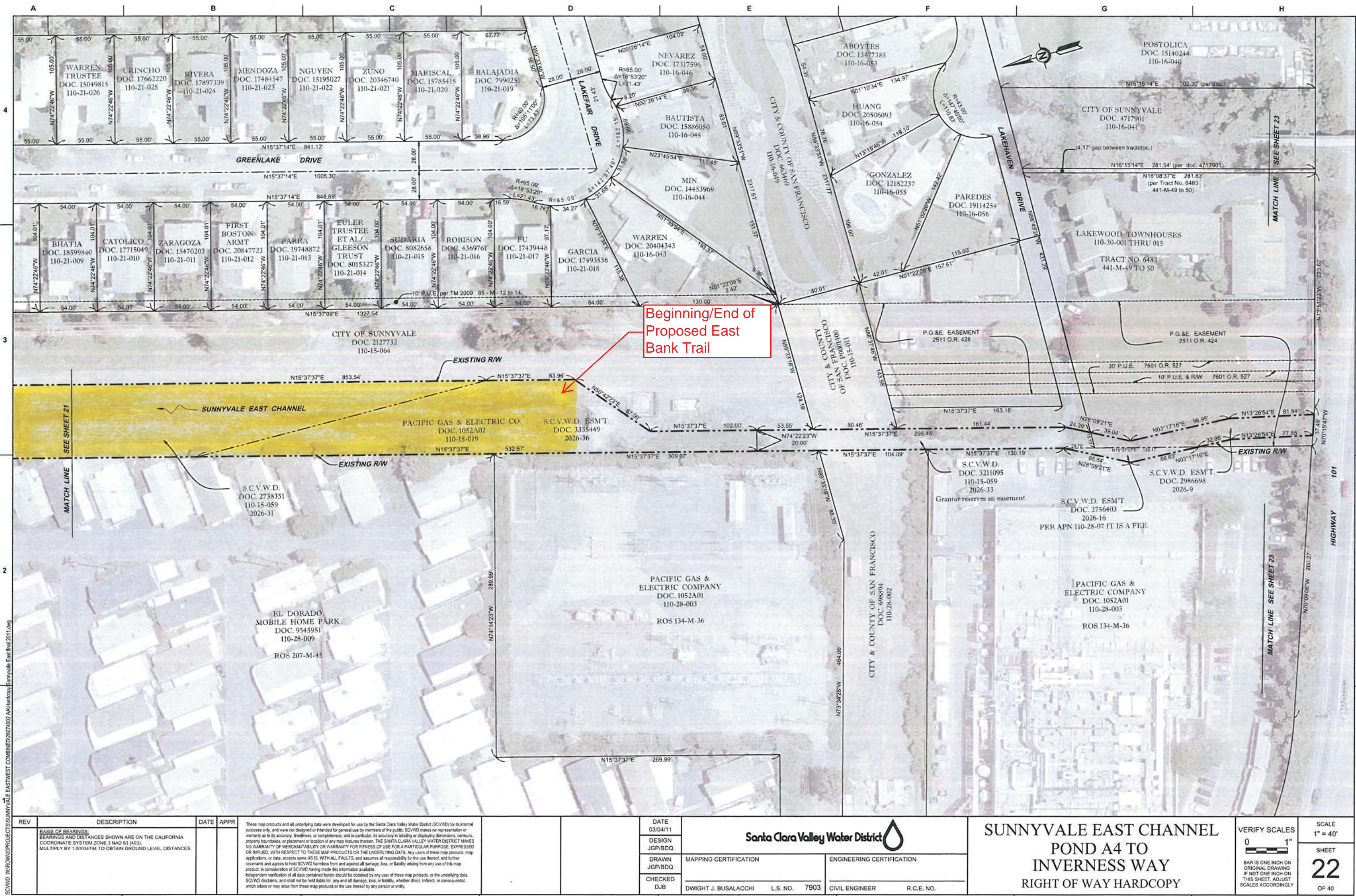
SHEET  
20

OF 40









REV	DESCRIPTION	DATE	APPR	DATE	DESIGN	DRAWN	CHECKED	MAPPING CERTIFICATION	ENGINEERING CERTIFICATION	SUNNYVALE EAST CHANNEL POND A4 TO INVERNESS WAY RIGHT OF WAY HARDCOPY		VERIFY SCALES	SCALE	SHEET
	BASIS OF BEARINGS: BEARINGS AND DISTANCES SHOWN ARE ON THE CALIFORNIA COORDINATE SYSTEM ZONE 3 NAD 83 (403). MULTIPLY BY 1.00004794 TO OBTAIN GROUND LEVEL DISTANCES.			03/04/11	JGP/BDQ	JGP/BDQ	DJB	DWIGHT J. BUSALACCHI	CIVIL ENGINEER	RIGHT OF WAY HARDCOPY		0 1" BAR IS ONE INCH ON ORIGINAL DRAWING IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.	1" = 40'	22
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Exhibit B-7