

**CONSULTANT SERVICES AGREEMENT BETWEEN CITY OF SUNNYVALE AND BKF
ENGINEERS FOR THE REHABILITATION OF STORM DRAIN OUTFALL**

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

WHEREAS, CITY desires to secure professional services necessary for development of a safe and efficient design, preparation of bid documents for Public Works competitive bidding and, construction support for the Rehabilitation of Storm Drain Outfall project in conjunction with Request for Proposal F18-179 and

WHEREAS, CONSULTANT represents that it, and its sub-consultants, if any, possess the professional qualifications and expertise to provide the required services and are licensed by the State of California to practice engineering in the required disciplines;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

1. Services by CONSULTANT

CONSULTANT shall provide services in accordance with Exhibit "A" entitled "Scope of Work". All attachments referenced in this Agreement are attached hereto and are incorporated herein by reference. To accomplish that end, CONSULTANT agrees to assign Sravan Paladugu to this project, to act in the capacity of Project Manager and personally direct the professional services to be provided by CONSULTANT.

Except as specified in this Agreement, CONSULTANT shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise to perform all operations necessary and required to satisfactorily complete the services required in this Agreement.

2. Notice to Proceed/Completion of Services

- (a) CONSULTANT shall commence services upon receipt of a Notice to Proceed from CITY. Notice shall be deemed to have occurred three (3) calendar days after deposit in the regular course of the United States mail.
- (b) When CITY determines that CONSULTANT has satisfactorily completed the services defined in Exhibit "A," CITY shall give CONSULTANT written Notice of Final Acceptance, and CONSULTANT shall not incur any further costs hereunder. CONSULTANT may request this determination of completion when, in its opinion, it has satisfactorily completed the Scope of Work (Exhibit "A"), and if so requested, CITY shall make this determination within fourteen (14) days of such request.

3. Time for Performance

The term of this Agreement shall be from the date of execution through project construction, unless otherwise terminated. CONSULTANT shall deliver the agreed upon services

to CITY as specified in Exhibit "A". Extensions of time may be granted by the City Manager upon a showing of good cause.

4. Payment of Fees and Expenses

Payments shall be made to CONSULTANT on a monthly basis as set forth in the attached Exhibit "B" entitled "Compensation Schedule." All compensation will be based on monthly billings as provided in Exhibit "B." Compensation will not be due until said detailed billing is submitted to CITY within a reasonable time before payment is expected to allow for normal CITY processing. An estimate of the percent of total completion associated with the various categories of the services shall be furnished by CONSULTANT with said billing. When applicable, copies of pertinent financial records will be included with the submission of billing(s) for all direct reimbursables. Compensation shall not exceed the amounts set forth in Exhibit "B" for each phase, and shall include services as identified in Exhibit "A" in the amount of One Hundred Fifty Thousand One Hundred Twenty Five and No/100 dollars (\$150,125) for the duration of the contract, as well as optional services in an amount not to exceed (Twenty Thousand Three Hundred Two and No/100 dollars) (\$20,302) for the duration of the contract. In no event shall the total amount of compensation payable under this agreement exceed the sum of One Hundred Seventy Thousand Four Hundred Twenty Seven and No/100 dollars (\$170,427) unless upon written modification of this Agreement. All invoices, including detailed backup, shall be sent to City of Sunnyvale, attention Accounts Payable, P.O. Box 3707, Sunnyvale, CA 94088-3707.

CONSULTANT will be reimbursed as promptly as fiscal procedures will permit upon receipt by the CITY of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated in the Compensation Schedule and shall reference the project title. The final invoice must contain the final cost and all credits due CITY. The final invoice should be submitted within 60 calendar days after completion of CONSULTANT's work.

5. No Assignment of Agreement

CONSULTANT bind themselves, their partners, successors, assigns, executors, and administrators to all covenants of this Agreement. Except as otherwise set forth in this Agreement, no interest in this Agreement or any of the work provided for under this Agreement shall be assigned or transferred, either voluntarily or by operation of law, without the prior written approval of CITY. However, claims for money due to or to become due to CONSULTANT from CITY under this Agreement may be assigned to a bank, trust company or other financial institutions, or to a trustee in bankruptcy, provided that written notice of any such assignment or transfer shall be first furnished to CITY. In case of the death of one or more members of CONSULTANT's firm, the surviving member or members shall complete the services covered by this Agreement. Any such assignment shall not relieve CONSULTANT from any liability under the terms of this Agreement.

6. Consultant is an Independent Contractor

CONSULTANT is not an agent or employee of CITY but is an independent contractor with full rights to manage its employees subject to the requirements of the law. All persons employed by CONSULTANT in connection with this Agreement will be employees of CONSULTANT and

not employees of CITY in any respect. CONSULTANT is responsible for obtaining statutory Workers' Compensation coverage for its employees.

7. Consultant's Services to be Approved by a Registered Professional

All reports, costs estimates, plans and other documents which may be submitted or furnished by CONSULTANT shall be approved and signed by a qualified registered professional in the State of California. The title sheet for calculations, specifications and reports, and each sheet of plans, shall bear the professional seal, certificate number, registration classification, expiration date of certificate and signature of the professional responsible for their preparation.

8. Standard of Workmanship

CONSULTANT represents and maintains that it is skilled in the professional calling necessary to perform the services and its duties and obligations, expressed and implied, contained herein, and CITY expressly relies upon CONSULTANT's representations regarding its skills and knowledge. CONSULTANT shall perform such services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California.

The plans, designs, specifications, estimates, calculations reports and other documents furnished under the Scope of Work (Exhibit "A") shall be of a quality acceptable to CITY. The criteria for acceptance of the work provided under this Agreement shall be a product of neat appearance, well-organized, technically and grammatically correct, checked and having the maker and checker identified. The minimum standard of appearance, organization and content of the drawings shall be that used by CITY for similar projects.

9. Responsibility of CONSULTANT

CONSULTANT shall be responsible for the professional quality, technical accuracy and the coordination of the services furnished by it under this Agreement. Neither CITY's review, acceptance nor payment for any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and CONSULTANT shall be and remain liable to CITY in accordance with applicable law for all damages to CITY caused by CONSULTANT's negligent performance of any of the services furnished under this Agreement.

Any acceptance by CITY of plans, specifications, calculations, construction contract documents, reports, diagrams, maps and other material prepared by CONSULTANT shall not, in any respect, absolve CONSULTANT for the responsibility CONSULTANT has in accordance with customary standards of good engineering practice in compliance with applicable Federal, State, County and/or municipal laws, ordinances, regulations, rules and orders.

10. Right of CITY to Inspect Records of CONSULTANT

CITY, through its authorized employees, representatives, or agents, shall have the right, at any and all reasonable times, to audit the books and records including, but not limited to, invoices, vouchers, canceled checks, time cards of CONSULTANT for the purpose of verifying any and all charges made by CONSULTANT in connection with this Agreement. CONSULTANT shall maintain for a minimum period of three (3) years from the date of final payment to

CONSULTANT or for any longer period required by law, sufficient books and records in accordance with generally accepted accounting practices to establish the correctness of all charges submitted to CITY by CONSULTANT. Any expenses not so recorded shall be disallowed by CITY.

11. Confidentiality of Material

All ideas, memoranda, specifications, plans, calculations, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for CONSULTANT and all other written information submitted to CONSULTANT in connection with the performance of this Agreement shall be held confidential by CONSULTANT and shall not, without the prior written consent of CITY be used for any purposes other than the performance of the Project services, nor be disclosed to an entity not connected with the performance of the Project services. Nothing furnished to CONSULTANT which is otherwise known to CONSULTANT or is or becomes generally known to the related industry shall be deemed confidential. CONSULTANT shall not use CITY's name, insignia or distribute exploitative publicity pertaining to the services rendered under this Agreement in any magazine, trade paper, newspaper or other medium without the express written consent of CITY.

12. No Pledging of CITY's Credit

Under no circumstances shall CONSULTANT have the authority or power to pledge the credit of CITY or incur any obligation in the name of CITY.

13. Ownership of Material

All material, including information developed on computer(s), which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports and other material developed, collected, prepared or caused to be prepared, under this Agreement shall be the property of CITY, but CONSULTANT may retain and use copies thereof.

CITY shall not be limited, in any way, in its use of said material, at any time, for work associated with Project. However, CONSULTANT shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to the release of this material to third parties for work other than on Project.

14. Hold Harmless/Indemnification

To the extent permitted by law (including, without limitation, California Civil Code section 2782.8), CONSULTANT agrees to indemnify, defend and hold harmless CITY, its officers and employees from any and all claims, demands, actions, causes of action, losses, damages, liabilities, known or unknown, and all costs and expenses, including reasonable attorneys' fees in connection with any injury or damage to persons or property to the extent arising out of any negligence, recklessness or willful misconduct of CONSULTANT, its officers, employees, agents, contractor, subcontractors or any officer, agent or employee thereof in relation to CONSULTANT's performance under this Agreement. Such defense and indemnification shall not apply in any instance of and to the extent caused by the sole negligence, recklessness or willful misconduct of CITY, its officers, employees, agents or representatives.

15. Insurance Requirements

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 and/or endorsements as specified in Exhibit "C."

16. No Third Party Beneficiary

This Agreement shall not be construed or deemed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action hereunder for any cause whatsoever.

17. 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: Chip Taylor, Director of Public Works
Department of Public Works
CITY OF SUNNYVALE
P. O. Box 3707
Sunnyvale, CA 94088-3707

To CONSULTANT: BKF Engineers
Attn: Sravan Paladugu, PE
255 Shoreline Drive, Suite 200
Redwood City, CA 94065

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, by 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 three 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.

18. Waiver

CONSULTANT agrees that waiver by CITY of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

19. Amendments

No alterations or changes to the terms of this Agreement shall be valid unless made in writing and signed by both parties.

20. Integrated Agreement

This Agreement embodies the agreement between CITY and CONSULTANT and its terms and conditions. No verbal agreements or conversation with any officer, agent or employee of CITY prior to execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreement shall be considered as unofficial information and in no way binding upon CITY.

21. 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.

22. California Agreement

This Agreement has been entered into in the State of California and this Agreement shall be governed by California law.

23. Records, Reports and Documentation

CONSULTANT shall maintain complete and accurate records of its operation, including any and all additional records required by CITY in writing. CONSULTANT shall submit to CITY any and all reports concerning its performance under this Agreement that may be requested by CITY in writing. CONSULTANT agrees to assist CITY in meeting CITY's reporting requirements to the state and other agencies with respect to CONSULTANT's work hereunder. All records, reports and documentation relating to the work performed under this Agreement shall be made available to City during the term of this Agreement.

24. Termination of Agreement

- A. If CONSULTANT defaults in the performance of this Agreement, or materially breaches any of its provisions, CITY at its option may terminate this Agreement by giving written notice to CONSULTANT. In the event of such termination, CONSULTANT shall be compensated in proportion to the percentage of satisfactory services performed or materials furnished (in relation to the total which would have been performed or furnished) through the date of receipt of notification from CITY to terminate. CONSULTANT shall present CITY with any work product completed at that point in time.
- B. Without limitation to such rights or remedies as CITY shall otherwise have by law, CITY also shall have the right to terminate this Agreement for any reason upon ten (10) days' written notice to CONSULTANT. In the event of such termination, CONSULTANT shall be compensated in proportion to the percentage of services performed or materials furnished (in relation to the total which would have been performed or furnished) through the date of receipt of notification from CITY to terminate. CONSULTANT shall present CITY with any work product completed at that point in time.

- C. If CITY fails to pay CONSULTANT, CONSULTANT at its option may terminate this Agreement if the failure is not remedied by CITY within (30) days after written notification of failure to pay.

25. Subcontracting

None of the services covered by this Agreement shall be subcontracted without the prior written consent of CITY. Such consent may be issued with notice to proceed if subcontract consultants are listed in the project work plan.

26. Fair Employment

CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, condition of physical handicap, religion, ethnic background or marital status, in violation of state or federal law.

27. Changes

CITY or CONSULTANT may, from time to time, request changes in the terms and conditions of this Agreement. Such changes, which are mutually agreed upon by CITY and CONSULTANT, shall be incorporated in amendments to this Agreement.

28. Other Agreements

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

29. Severability Clause

In case any one or more of the provisions contained herein shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions which shall remain in full force and effect.

30. Captions

The captions of the various sections, paragraphs and subparagraphs, of the contract are for convenience only and shall not be considered nor referred to for resolving questions of interpretation.

31. 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.

32. Miscellaneous

Time shall be of the essence in this Agreement. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision. This Agreement shall be governed and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

CITY OF SUNNYVALE ("CITY")

By _____
City Clerk

By _____
City Manager

APPROVED AS TO FORM:

BKF ENGINEERS ("CONSULTANT")

By _____
City Attorney

By _____

Name/Title

By _____

Name/Title

Exhibit “A”

Detailed Scope of Work

The following outlines in detail the tasks needed to identify repair alternatives that fits the City's budget and to prepare bid documents for construction in summer of 2020. Our streamlined approach consists of determination of the best construction method, and getting the City and other agencies agreement and approval before proceeding with the preparation of the contract documents.

TASK 1 – PROJECT MANAGEMENT

This task includes project monitoring and administration, attendance in project meetings, project coordination, defining and tracking tasks, preparation of progress schedules and quality assurance/quality control (QA/QC) activities. BKF will use e-Builder for all project management documentation and correspondence. The City will be responsible for providing one e-Builder software license to BKF for the duration of the project and providing one training session prior to start of design and again prior to start of construction.

- *Project Management* – BKF will manage project's schedule and budget including preparation of schedule and its updates using MS Project and tracking budget and schedule throughout the project. BKF will maintain frequent and timely communication with City staff throughout the duration of the project. We will also host an FTP site throughout the project's duration for electronic file sharing. This task also includes preparation of invoices and progress reports, staff coordination and overseeing of sub-consultant work progress and deliverables.
- *Meetings and Coordination with City Staff* – BKF will attend meetings, or phone conferences, with City Staff, including preparation of meeting agenda, updated schedules, project reports and minutes of each meeting to subsequently follow each meeting. We assumed 2-hours for each meeting. Attending meetings in addition to those listed below and under each Task will be charged as an additional service on a time and materials basis. Meetings include:
 - *Design Kickoff /Coordination Meeting*
 - *Design Review Meetings (30%, 75%, and 100%)*
 - *Up to two City Council meetings*
 - *Pre-Bid Meeting*
 - *Preconstruction Meeting*
 - *One Construction Progress Meeting*
 - *Lessons Learned Meeting*
- *Quality Assurance/Quality Control (QA/QC)*. BKF will conduct internal QA/QC for each submittal prior to submitting the City. A statement of peer review will be provided for overall constructability, coordination, and reasonable reduction in errors and omissions.

TASK 2 – PRELIMINARY DESIGN

This task includes conducting field surveys and evaluating alternatives in conjunction with the hydraulic capacity analyses and preparing a Basis of Design Report. It is assumed that the 60-inch outfall has adequate capacity and therefore replacement or installation of a parallel pipe to increase capacity is not necessary. At this stage, BKF will identify potential conflicts and site constraints such as, above and below ground utilities, existing trees and structures (i.e., buildings, private driveways, retaining walls, piles, etc), depth of cover, and available easements to identify storm drain improvement alternatives and feasible construction methods.

2.1 Site Investigation and Data Collection

BKF has already gathered as-builts from City, high-definition topographic data from USGS, storm drain system information and the City/County GIS data. As part of this task, we will also contact utility agencies to obtain information on the existing utilities in the vicinity of the outfall. The existing utility data will be depicted on the Plans, and is essential in avoiding potential conflicts, if trenching is needed. Completeness of this information also serves to avoid contractor claims and delay in the construction schedule.

As noted previously, conducting site visits will greatly help in identifying site constraints early-on and in accurately estimating improvement costs as site preparation costs can sometimes exceed the cost of actual pipe installation. During the visit we will take note of site constraints such as, access, overhead lines, above and below ground utilities, surface improvements, vegetation, heritage trees, easements, traffic control issues which can greatly influence project construction costs. Prior to site visits we will notify USA and perform tape measurements of accessible structures and USA markings to minimize topographic survey efforts. It is assumed that the City will provide access through the gate with prior notice.

2.2 Topographic Survey

We plan on conducting full topographic survey of the outfall and the creek as it is also needed for permitting and jurisdictional delineations. BKF will perform conventional ground topographic survey of the existing surface improvements using GPS RTK survey. At this time we anticipate the survey to extend from the back-of-walk from the intersection of Remington Court and Remington Drive to the 60-inch outfall at the creek. We will also gather a total of six (6) cross-sections along Stevens Creek, 50-feet upstream and downstream from outfall location. The topographic survey will include curb and gutter, fence, manholes/catch-basins, storm drain pipe sizes and inverts, headwalls, trees greater than 6-inches in trunk diameter, top and toe of slopes. The survey will not include flow line elevation changes inside the 60-inch outfall. We will perform tape measurements of the inside dimensions of the 60-inch pipe every 5-feet to identify pipe deformations.

Following the ground topographic survey, BKF will 'dip' the gravity utilities near the outfall and map the invert elevations, pipe size/material, and location/direction. Utilizing the record utility drawings collected and USA North (811) paint markings, BKF will map the location of the utilities. Our in-house survey team is also capable of performing full boundary and easement surveys if needed which can be provided as additional service. We have budgeted 4-days or 32-hours of two-men field crew for field survey.

2.3 Geotechnical Review

Geotechnical review and recommendations are needed if unfavorable soil conditions are possible based on our desktop review of available geotechnical studies in the area or if unsuitable soils or high groundwater is encountered during construction. Our sub-consultant, BAGG, will research historic site sub-surface conditions, conduct site visits and provide recommendations. We have included a budget of \$4,000 for this task. Exploratory boring may be needed if structural work (other than placement of rip-rap or headwall) or creating of new slopes greater than 3-feet is required. We do not anticipate such improvements and therefore geotechnical boring and subsurface profiling is not included.

2.4 Hydrologic and Hydraulic Evaluation

BKF will conduct hydrologic and hydraulic analyses to evaluate the capacity of the culvert and to determine the type of outfall structure needed to dissipate energy. If the flow rate to the outfall is not readily available from prior studies, BKF will use topographic data generated from high-resolution USGS LiDAR data and City storm drain system information to delineate one large watershed to the existing 60-inch outfall. BKF will use Rational Method to determine peak flow rates for a 5-, 10- and 100-year design storms. We will use XPSWMM to model the 60-inch storm drain from Remington Court to the creek under various submerged conditions to determine exit velocity and shear forces needed to design energy dissipater.

The District maintains HEC-2 and HEC-RAS model for the creeks in their jurisdiction. Based on our initial review, it appears that the District or FEMA have not evaluated Stevens Creek between Homestead and Hwy-237. We will reach out to the District to verify if hydraulic model exists. In the absence of District's hydraulic model, we will use the cross-sections surveyed under Task 2.2 and FEMA flow rates to build HEC-RAS model to perform hydraulic calculations to determine different flow regimes.

2.5 Alternative Analyses

We believe that any design alternative or a combination of alternatives should consider repairing the failed portion of the low-flow channel to which the 60-inch pipe daylights and discharges into. If not address, there is a potential for further erosion of the low-flow channel at the outfall which may eventually result in an unstable slope. BKF will evaluate up to two alternatives to replace and/or repair the existing improvements within the low-flow channel and at the pipe discharge location. The alternatives will focus improvements required to reduce exit velocities and dissipation of energy to prevent further undermining. Evaluation of alternatives will take into account method of installation, required permits, right-of-way requirements, duration and sequence of construction, constructability, cost and schedule.

The design life of CMP pipes is generally 50-years but can be extended by lining the pipe which is the case here. The 60-inch asphalt lined CMP pipe is showing signs of wear and tear and this presents a great opportunity to rehabilitate the CMP pipe as any future repairs to the pipe will again trigger permits with regulatory agencies. As part of this scope, BKF will evaluate the best CMP rehabilitation method. Alternatives will be limited to rehabilitation methods such as cure-in-place pipe lining, slip-lining or shotcrete lining. BKF will prepare schematic drawings showing existing topographic data, utilities and proposed improvement alternatives.

2.6 Basis of Design Report

BKF will prepare a Basis of Design Report that documents the information used in evaluating alternatives, advantage and disadvantages of alternatives, permitting requirements, cost of each alternative and potential concerns. The Basis of Design will include schematic drawings of outfall layout and hydraulic calculations. BKF will prepare for and attend one (1) meeting with the City to review the submitted Basis of Design Report and to discuss any outstanding issues or questions. BKF will submit 5 hard copies, PDF and native file format. Conceptual design will be acceptable to permitting agencies (including but not limited to the SCVWD, Army Corps of Engineers, U.S. Department of Fish and Wildlife, California Department of Fish and Wildlife, Regional Water Quality Control Board, etc.)

TASK 3 – 30% DESIGN DRAWINGS

Upon selecting a preferred alternative and approval of Basis of Design Report, BKF will start preparing 30% design drawings. BKF will submit 4 sets of 11" x 17" hardcopies. The 30% submittal will include

:

- a. 30% Plans: Title Sheet, Grading Plan (if necessary), Storm Drain Outfall Plan and Profiles, Erosion Control Plan, Construction Details and equipment details such as backflow device details.
- b. Documentation of outreach with franchise utility companies for facilities needed to be relocated or adjusted to grade as a result of the proposed construction activities.
- c. Project schedule update.
- d. 30% construction cost estimate.
- e. Brief memorandum of determination if the project's construction activities are within the NPDES Construction General Permit. Include project type and risk level.
- f. Table of Contents list for technical specifications.
- g. List of regulatory permits necessary for work within Stevens Creek and schedule for obtaining approval.
- h. Draft CEQA document and schedule for permit application circulation.

At this stage, we will identify site constraints including construction access and right-of-way requirements. It is anticipated that the proposed improvements can be designed to avoid utility conflicts and therefore utility relocation of any existing utilities is beyond the Scope of Services. If it becomes necessary to relocate existing utilities, coordination with the utility agencies is not included in the scope but can be provided as Additional Services. Total disturbed area is anticipated to be less than one acre. Therefore, Construction Storm Water Pollution Prevention Plan is not included in the Scope of Services.

TASK 4 – CEQA DOCUMENTATION

Our sub-consultant MIG will provide environmental services for the project, including the CEQA analysis, obtaining resource agency permits, and providing construction monitoring. The CEQA documentation will be started after approval of Basis-of-Design report but will be finalized after receiving approval on the 30% design drawings.

4.1 CEQA Documentation – Prepare Public Review IS/MND

MIG will prepare an IS that complies with the requirements of CEQA and provides the necessary analysis for the City to determine if the project may potentially cause, either individually or cumulatively, a significant effect on the environment.

MIG will prepare a comprehensive Project Description that will be used to evaluate the project's impacts. The Project Description will describe the project location, existing site conditions, proposed actions, all phases of project construction, and list the required permits and actions needed to approve the proposed project. The Project Description will be supported with maps and graphics as appropriate.

Based on the Project Description, MIG will evaluate the project according to the IS Checklist questions consistent with Appendix G of the CEQA Guidelines.

The IS impact analysis will be conducted according to current CEQA Guidelines and case law and will be based on the Project Description, data request information provided by the project team, relevant policies and regulations, and appropriate Thresholds of Significance. Based on our

current knowledge of the environmental setting and proposed project features, we expect the primary project impacts to be related to biological and hydrological resources and short-term construction impacts. The Biological Resources Report will be used to answer the IS Checklist questions related to biology. We will use the results of the cultural resource literature search to respond to the cultural resource impact questions. We will provide thorough responses to all questions on the IS Checklist and provide references for all information used to support our conclusion.

An administrative draft IS/MND will be submitted to the City for review and comment.

4.2 CEQA Documentation – Prepare Public Review IS/MND

Following receipt of the City's comments on the Administrative Draft IS/MND, MIG would respond to the comments and prepare a screen check version of the Public Draft IS/MND for final review and approval. Once finalized, we would provide the City with an electronic version of the document for posting on the web and up to 10 printed copies (we can provide additional hardcopies on a time and materials basis).

We would also prepare all CEQA notices and the public notice for printing in a local newspaper for the project and provide them to the City. Our budget includes the preparation of a package to the State Clearinghouse with 15 copies of the document. Delivery of the IS/MND to the State Clearinghouse begins the 30-day public review period.

The scope of work assumes MIG will provide drafts of all CEQA notices and prepare the package to the State Clearinghouse. The scope of work assumes the City will post the required CEQA notifications, mail out documents for the public review, and file the Notice of Completion with the County Clerk's Office. City staff will be responsible for preparation of staff reports and project findings that may be required under the CEQA Guidelines.

4.3 Respond to Public Comments and Prepare Mitigation Monitoring and Reporting Program (MMRP)

Following conclusion of the 30-day public review period, MIG will prepare an Administrative Draft Response to Comments that will contain a summary of all comments received during the public comment period (with an alpha-numeric ID for each individual comment), responses to comments, and changes to the Draft IS text or errata as necessary. We have allocated 10 hours for this task. Should the volume of comments received require more than 10 hours to reply to, MIG would request additional budget to complete the task.

The Response to Comments will be provided to the City for review and comment. Upon receipt of comments, we will prepare a Screen Check document for approval, and then provide the final document to the City. It is assumed that there will be only one round of administrative review prior to finalization of the IS/MND. If more administrative drafts are required, the cost of additional consultants' time and materials will be subject to additional compensation and an amendment to the scope of work.

Concurrent with the preparation of the Response to Comments, MIG will finalize the MMRP. The MMRP will compile all BMPs and mitigation measures included in the IS to reduce or avoid significant impacts, and will identify the timing of the measure, the entity responsible for implementing the measure, and the method for verifying implementation of the measure.

TASK 5 – 75% DESIGN DRAWINGS

Prior to preparing 75% design drawings, it is recommended to have inter-agency pre-application meeting (Task 7.4.A below) to receive initial comments from the resource agencies. It is also advised to have a follow-up call after submitting the applications to get additional feedback. By then, the CEQA 30-day public review comment period will also end and BKF will also have resolved all major issues providing a clear path moving forward and minimize rework. BKF will submit 8 sets of legible 11" x 17" and 2 sets of 24" x 36" hardcopies. The 75% submittal will include:

- a. 75% Plans: Updated 30% plans with additional detail design.
- b. 75% specifications:
 - Technical specifications,
 - Special Provisions, with recommended changes in track changes format. The Special Provisions shall also include the following:
 - Bid item descriptions and measurement and payment provisions
 - A list of minimum required submittals during construction
 - List of information available to Bidders, with disclaimer
 - A table listing all inspections (including any special inspections and materials testing) and associated responsibility
 - A table list of materials requiring warranties, and associated warranty periods
- c. Project Schedule Update
- d. 75% construction cost estimate in the form of the bid schedule.
- e. Utility conflicts have been resolved or a timeline for resolution of issues has been determined.
- f. Responses to the City's review comments on the 30% submittal, along with return of mark-ups.
- g. Other supporting documentation as necessary.
- h. Update on status of regulatory permit applications.

Structural technical specifications will be limited to Caltrans standard headwall and rip-rap. Structural calculations, design, and details for such items as reinforced concrete slabs, foundations, pads, vaults, footings, ramps, stairs, sound/site walls, and/or retaining walls are not included in the Scope of Services.

TASK 6 – 100% DESIGN DRAWINGS

Based on the comments received on 75% submittal, BKF will prepare 100% documents for construction. BKF will submit 8 sets of legible 11" x 17" and 2 sets of 24" x 36" hardcopies. The 75% submittal will include:

- a. 100% plans
 - Peer review shall have been accomplished by this stage, with the statement and signature on the cover sheet. The professional shall sign, date and seal the following Certification of Peer Review on the plan title sheet:
"The undersigned hereby certifies that a professional peer review of these plans and the required designs was conducted by me, a professional engineer with expertise and experience in the appropriate fields of engineering equal to or greater than the Engineer of Record, and that appropriate corrections have been made."
- b. 100% specifications
 - Reviewed bid instructions
 - Finalized technical specifications

- Finalized Special Provisions
- c. Project schedule update.
- d. 100% construction cost estimate.
- e. Responses to the City's review comments on the 75% submittal, along with return of mark-ups.
- f. Other supporting documentation as necessary.
- g. All regulatory permits have been obtained and are included in the contract documents.

The City will provide BKF with easement maps for storm drains that are within private properties. Review of title reports or other documents to identify easement and performing record boundary survey are not included in the base Scope of Services. BKF will incorporate easement map(s) provided by the Owner/City into the project topographic map. The scope does not include resolving boundary survey, resolving discrepancies between field and record information or setting property corners. If required, these services can be provided as Additional Services.

It is not in this scope of work to prepare landscape and irrigation design drawings that may be needed as part of revegetation plan. Traffic Handling and Construction Area signs are not included in the Scope of Services. Traffic Control Plan and Construction Haul Route Plan will be prepared and coordinated by the Contractor. We can provide this service as an Additional Service.

TASK 7 – REGULATORY PERMIT APPROVALS

Our sub-consultant MIG will conduct biological assessments, jurisdictional delineations, and prepare resource agency permits, and providing construction monitoring. The Permit application will be submitted after approval of Basis-of-Design report but will be finalized after receiving approval on the 30% design drawings. The scope does not cover new or revised analysis needed to address changes to the project made by the City after start of work. The following provides a detailed breakdown of tasks.

7.1 Initiate Project

Within one week of Authorization to Proceed, MIG will provide a data request for any background materials and data needed for the preparation of the IS and Biological Resources Report, gather available data needed for the CEQA document, and initiate the cultural resource literature searches. We will coordinate access to the site for a site visit by our biologist and archaeologist.

Cultural Resource Literature Searches: The project site is in the creek channel of Stevens Creek, and creeks are known to be likely areas where cultural and tribal resources are discovered. MIG's qualified archaeologist/historian will begin our research by conducting a California Historical Resource Information System (CHRIS) search with the Northwest Information Center (NWIC) for known archaeological and historic resources within the local vicinity of the project site. A Sacred Lands File (SLF) search will also be conducted with the Native American Heritage Commission (NAHC) to identify potential cultural tribal resources in the vicinity. As required by CEQA, local tribes will be contacted as directed by the NAHC as an extension of the SLF search to identify potential tribal cultural resources that may not be known by the NAHC due to their specific importance to an individual tribe.

This scope of work assumes that there will be no cultural resources on the site. If cultural resources were found through the pedestrian survey or archival records search that have not already been identified by NWIC, then Department of Parks and Recreation (DPR) 523 forms would need to be completed as part of the final report delivered to NWIC.

7.2 Preparation of Biological Resources Report

A) Background Research

MIG will review the background materials prepared for the project to gain a complete understanding of the proposed project activities, including the memorandum prepared by Redtail Consulting in March 2017. Since a year has passed since the previous data query, we will check the California Natural Diversity Database (CNDDDB); the USFWS Information for Planning and Consultation (IPaC); and the California Native Plant Society (CNPS) Inventory of Rare and Endangered Plants to ensure that we have current information regarding the special-status and rare plant and wildlife species with the potential to occur in the vicinity of the project. A review of the USFWS National Wetlands Inventory, U.S. Department of Agriculture National Resources Conservation Service web soil survey, aerial photographs, and climate data will also be conducted in support of the jurisdictional delineation.

B) Site Visit

MIG will conduct a field survey to confirm presence or absence of conditions identified in the desktop analysis and in the memorandum prepared by Redtail Consulting in March 2017, including documenting habitat that may be present on-site (including both staging and construction areas), and identifying any sensitive biological resources that may be subject to additional local, state, or federal regulations. The project area will be assessed using standard survey techniques, including primarily spot checking for potential habitat for special-status species. The field survey will serve to document and map existing plant communities and wildlife habitat within the proposed project area and the potential for occurrence of special-status species and important biological resources. Plant communities and other potentially sensitive biological resources may be mapped using Global Positioning Satellite (GPS) or digitized from field maps into ArcGIS 10.4. Plant and animal species observed on-site during the survey will be recorded, and representative site photographs will be taken during the survey.

After the desktop analysis and site visit are completed we can work with BKF regarding any biological constraints to project design.

C) Prepare a Biological Resources Report

Upon completion of the background research and the site visit, MIG will prepare a stand-alone Biological Resources Report for the project. The Biological Resources Report will be used for the CEQA analysis and permit applications. The Biological Resources Report will include, at a minimum, the following:

- Project Description – an explanation of the project based on information provided by the applicant, a map of the location, and the project plans (30% design drawings).
- Regulatory Setting – a list of the federal, state, and local regulations that pertain to the project.
- Environmental Setting – a detailed description of the project site including its location, topography, soils, surrounding lands, and the plant and wildlife habitats that are present. This section will describe both the common and special-status plants and wildlife that are present or have the potential to occur on the site based on habitat type and quality. It will include detail regarding each of the special-status plants and wildlife identified during the CNDDDB and CNPS query as having a moderate to high potential to occur on the project or its general vicinity.
- Methods – the methods section will include a description of the date and time of the field survey, field survey techniques that were used, the weather during the survey, and any site conditions that may have constrained the biologist's ability to conduct a complete assessment.

The methods section will also describe the sources that were consulted to obtain background information on the project area.

- **Biological Impacts and Avoidance and Minimization Measures** – This section will provide an assessment of potential project impacts on biological resources and a response to the CEQA Guidelines Appendix G questions related to biological resources.

This section will also include a list of avoidance and minimization measures, as needed, to ensure that the project remains in compliance with all applicable federal, state, and local regulatory requirements. These will be incorporated into the biology section of the CEQA document. This scope of work does not include focused surveys for special status species. Whether or not these are necessary will be determined by the results of the biological resources report and will be identified in the Biological Resources Evaluation Report. If needed, MIG could provide these services on request for an additional fee.

7.3 Jurisdictional Delineation

An MIG wetland specialist will delineate wetland and water features potentially regulated under Section 404 of the Clean Water Act (CWA) by the USACE, Section 401 of the CWA and the Porter-Cologne Act by the RWQCB, and Section 1602 of the California Fish and Game Code by the CDFW. Based on a brief field visit conducted by MIG biologist Tay Peterson in February 2018, MIG has not observed any wetlands in the project area. Therefore, MIG will map the Ordinary High Water Mark (OHWM) as required by the USACE and RWQCB to delineate non-wetland “other waters.” As part of this effort, state jurisdictional habitats will also be delineated according to guidance in the California Fish and Game Code and standard field practices approved by CDFW personnel, including the top of bank and edge of riparian vegetation. All jurisdictional features will be mapped using a hand-held GPS unit and/or markup by hand on available aerial imagery, topographic maps, or project maps and then downloaded/digitized onto the appropriate base map in ArcGIS.

A delineation map will be prepared in the standard USACE San Francisco District format that depicts the location and extent of state and federal jurisdictional features. MIG will synthesize the data and field maps and prepare a jurisdictional delineation report that can accompany aquatic permit application packages for the project. The report will be completed following USACE’s Minimum Standards for Acceptance of Preliminary Wetland Delineations, and will include all the necessary checklist items and/or forms. A narrative describing existing site conditions, results of the jurisdictional delineation, summary of wetlands and water features including acreage and/or linear feet, and discussion of the regulatory status of the project site will be included. A summary table will be included as a report appendix that indicates the total area of jurisdictional features categorized by wetland type.

7.4 Preparation of Permit Applications and Agency Coordination

Because construction activities will require work below the OHWM within the streambed, a USACE Section 404 Nationwide Permit, a RWQCB Section 401 Water Quality Certification (WQC), a CDFW Section 1600 Lake and Streambed Alteration Agreement (LSAA), and a SCVWD Encroachment Permit will be required for the project. It is anticipated that a USACE Nationwide Permit 3: Maintenance or Nationwide Permit 7: Outfall Structures and Associated Intake Structures will be appropriate for the project.

In addition, because federally listed species may be affected by the project, the USACE is required to consult with USFWS and/or NOAA Fisheries under Section 7 of the Endangered Species Act. In this instance the USACE will consult with both agencies because Stevens Creek is known to provide habitat for both steelhead and the California red-legged frog. NOAA Fisheries has the

responsibility to consult on steelhead, whereas the USFWS is responsible for consulting on the California red-legged frog. Each agency requires a species-specific Biological Assessment, so two Biological Assessments will be required to describe potential project impacts – one specifically for steelhead (NOAA Fisheries) and one for California red-legged frog (USFWS). Most of the setting information and all of the project information will be the same for each document, which will save effort.

A) Interagency Pre-Application Meeting

In MIG's experience, contact with the resource agencies (i.e., USACE, RWQCB, CDFW, NOAA Fisheries, USFWS, and SCVWD) early in the permit process can avoid delays in permitting and assist with project planning. In addition, an interagency meeting at the project site can be very beneficial to the permitting process and ensure the resource agencies understand the project conditions and recommend reasonable avoidance and minimization and/or mitigation measures for the project. MIG will diligently coordinate with the resource agencies via phone or email to schedule an interagency field meeting at the project site upon receiving the Authorization to Proceed. We assume one 6-hour field day for two biologists will be sufficient to conduct this meeting.

B) Prepare Permit Applications

MIG will prepare permit application packages for the resource agencies. At this time, it is anticipated that a Section 404 Nationwide Permit from the USACE, a Section 401 Water Quality Certification from the RWQCB, an LSAA from the CDFW, and an Encroachment Permit from the SCVWD will be required to construct the project. Application packets will include the permit application form, engineering drawings, and the project's environmental document (eg, IS/MND), as well as any permit application fees. In MIG's experience, the resource agencies prefer receiving individual applications instead of a Joint Aquatic Resources Permit Application (JARPA). However, the JARPA can be more expedient, and MIG will discuss using this application with the resource agencies during the interagency pre-application meeting. The application package will, at a minimum, provide the following information:

- Description of the overall project, including site plan and other project plans, as appropriate;
- Surface area in acres of waters of the U.S. and State, adjacent wetlands (if any), and adjacent riparian vegetation that will be temporarily/permanently impacted by the proposed project;
- Method of vegetation clearing (if any) within the temporary/permanent impact areas;
- Cross-section and lateral view of the project activity;
- Appropriate environmental resources reports (e.g., Biological Assessment, Biological Resources Report, cultural resources report, archaeological/history survey report);
- A description of dewatering methods (if any);
- BMPs to prevent water pollution; and
- Final environmental documentation for the CEQA (for Section 401 Water Quality Certification) or written explanation as to what stage of environmental compliance the project is in; and
- Permit application fees.

We will rely on BKF and other project background documents to provide, at a minimum, the following information:

- Description of the overall project, including the location of areas that will be temporarily or permanently affected by grading or equipment/materials staging;
- Construction materials and methods;
- Hydrologic Study (if required);
- Source and composition of materials used to construct the bank stabilization;
- Site plan and cross-section drawing of the project activity;
- A description of methods used to dewater the project area, if necessary;
- A Stormwater Pollution Prevention Plan and/or BMPs planned to be used to prevent water pollution; and
- Permit application fees.

MIG will work with BKF and the City of Sunnyvale to incorporate feasible avoidance and minimization measures and/or mitigation measures to reduce impacts to waters of the U.S. and State, including measures recommended by the agencies in the pre-application meeting. MIG will complete each application, respond to one round of comments from the client, and return a completed package to the applicant to submit to the appropriate resource agencies with the application fees. This scope of work assumes that the City will pay for the permit application fees.

C) Prepare Biological Assessments

Because there are federally listed species that could be affected by the project, the USACE will need to conduct Section 7 Endangered Species Act consultation with the USFWS and NOAA Fisheries. Specifically, the USFWS will need to be consulted for impacts to the California red-legged frog and NOAA Fisheries will need to be consulted for impacts to the central California coast steelhead. To facilitate the consultation, MIG will prepare the Biological Assessments for each agency. The Biological Assessments will be prepared using the USFWS Guidance for Preparing a Biological Assessment to ensure that the Biological Assessments include all the information that the USFWS and/or NOAA Fisheries require to complete Section 7 consultation. The NOAA Fisheries Biological Assessment will also include an evaluation of Essential Fish Habitat, if any, in the project area to ensure compliance with the Magnuson-Stevens Fishery Conservation and Management Act. The Biological Assessments will rely heavily on information in the Biological Resources Report (Task 7.2) for the project. However, the Biological Assessments will focus on impacts to the federally listed species that could occur during project activities. MIG will work with the client and/or contractor to determine feasible avoidance and minimization and/or mitigation measures that can be implemented during project activities, including measures recommended from the resource agency pre-application meeting (Task 7.4.A) and other resource agency consultation.

MIG will complete the Biological Assessments and respond to one round of comments from the client. The Biological Assessments will be submitted to the USACE with the Section 404 Nationwide Permit application. It is anticipated that the USACE will conduct informal consultation with the USFWS and NOAA Fisheries under Section 7 of the Endangered Species Act and that the outcome will be a “may affect, not likely to adversely affect” concurrence letter for the project. This scope of work does not include additional consultation with the USFWS or NOAA Fisheries.

D) Agency Coordination to Secure Project Permits

In MIG’s experience, it is essential to provide consistent outreach and coordination with the regulatory agencies once the permit applications are submitted. Outreach efforts can avoid delays. MIG will diligently coordinate with the resource agencies via phone or email to keep the permit process on track. This scope of work assumes no more than 20 hours will be required to coordinate with the agencies and secure the permits. The scope does not include assistance with

permit amendments or extensions. In addition, this scope of work does not include assistance with mitigation negotiations or implementation. This assistance can be provided under an amended budget.

TASK 8 – FINAL SUBMITTAL/BID PACKAGE

BKF will finalize the bid package upon incorporation of the City's final comments from the 100% submittal, including incorporation of all. BKF will submit copies and digital format (PDF and native format) of each of the documents listed below:

1. One hard copy of full sized plans (24" x 36"), stamped and signed on each sheet by the Engineer of Record and by discipline.
2. One hard copy of the specifications, printed single-sided only.
3. Technical specifications, with cover sheet stamped and signed by all necessary disciplines.
4. Final project schedule update.
5. Final construction cost estimate.

TASK 9 – BID AND CONSTRUCTION SUPPORT

It is our understanding that City's construction management team will have primary responsibility for construction management inspection and will be taking lead in responding to day-to-day construction support activities and that our role will be very limited. To that end, we have assumed 60-hours for this task which will include the following:

- We will attend a pre-bid meeting, respond to all bidder's requests for information (RFIs), and support the City's coordination efforts to inform plan-holders of significant responses to RFIs and prepare addenda as necessary.
- Attend and prepare information for an internal handoff meeting from the design team to the construction management team. BKF will be prepared to address: possible Construction pitfalls, items for the construction management team to be aware of (special working hours, shortened timelines for submittal reviews, etc.).
- Attend the pre-construction meeting.
- Attend 1 construction progress meeting.
- Participate in the final inspection and development of punch lists.
- Respond to RFIs, which includes clarifying or providing revisions or additional detail where necessary on the plans and specifications. Response to RFIs shall be timely in order to avoid construction delays and claims.
- Review and respond to all submittals within the period allocated in the contract documents and as necessary to avoid construction delays and claims.
- Review proposed substitutions, if any, for conformance to plans and technical specifications.
- Review and make recommendations on proposed changes to the contract (Request for Quotations and Contract Change Orders).
- Prepare Record Drawings based upon red-lines provided by the contractor and field reviews. The Record Drawings shall be prepared digitally, using AutoCAD. Final Record Drawings shall be submitted electronically, in PDF and CAD format.
- Participate in the "Lessons Learned Meeting" with all parties at the end of the project.

OPTIONAL TASK 1 – ENVIRONMENTAL SERVICES

1. Biological Construction Monitoring

Based on a search of the CNDDDB and a review of the Biological Resources Memorandum prepared by Redtail Consulting in March 2017, it is anticipated that two federally listed species, central California coast steelhead and California red-legged frog, may be impacted by the project. Western pond turtle, a California Species of Special Concern, may also occur in Stevens Creek.

As a result, the project permits may require daily biological monitoring during construction to ensure that the project will not result in harm to these species. In addition, surveys for nesting birds (if construction occurs in the nesting season, which is generally from February 1 through September 15) will need to be conducted to comply with the Migratory Bird Treaty Act and California Fish and Game Code, and surveys for bat roosts will need to be conducted to comply with the California Fish and Game Code.

1a. Nesting Bird Surveys

Surveys for nesting birds will be required prior to construction work if the work will occur in the avian breeding season (February 1 to September 15). If a nest is found, the biologist will consult with the CDFW and USFWS to determine the appropriate action to comply with the Migratory Bird Treaty Act and California Fish and Game Code. Coordination with the CDFW and USFWS is included under Task 9.1d. This scope of work assumes one 6-hour day for the nesting bird survey. The budget assumes that no occupied nests will be observed during the surveys and therefore that additional follow-up monitoring of the nests will not be required. Additional time has been included with this task to prepare and submit the nesting bird survey results to the CDFW, if required. This scope of work assumes that construction will not lapse for 15 days or more from the time of the survey; therefore, only one nesting bird survey will be required.

Task 9.1b. Bat Surveys

Bat surveys will be combined with Task 9.1a: Nesting Bird Surveys, if feasible. MIG will conduct a pre-construction survey for nesting/roosting bats at all suitable habitat features within 250 feet of the work area, as feasible. Any tree cavities, crevices, exfoliating bark and bark fissures, and abandoned structures will be inspected. Surveys for roosting bats will be conducted within 48 hours prior to the commencement of project activities. If evidence of bats or bats are found, the client will be notified immediately and the CDFW will be consulted regarding measures to implement to reduce impacts to bats during construction.

Task 9.1c. Daily Monitoring

This task includes time for a qualified biological monitor to conduct daily pre-construction surveys for special-status species. This task also includes time for a qualified biological monitor to remain on-site during all project activities that could result in take of the federally listed species (e.g., work within the creek channel or riparian area), as well as to monitor and maintain any construction/exclusion fencing and check all trenches or excavations for trapped wildlife, as necessary. This scope of work assumes that biological monitoring could be required for up to 16 6-hour days.

Task 9.1d. Agency Coordination

This task includes time to prepare and submit MIG biologist resumes to the USFWS, NOAA Fisheries, and/or CDFW for approval prior to construction. This task also allows time for contacting the agencies in the event questions about permit conditions come up during monitoring, or in the event a special-status species is found and the permit conditions require agency notification. This scope of work assumes that no more than 20 hours will be required for agency coordination prior to and during construction.

Task 9.1e. Monitoring Report

MIG will prepare draft and final reports that identify the monitoring tasks, the dates they were completed, and results. The applicable permit conditions will be attached as an appendix to the report. This task includes time to address comments from the City and respond to one round of comments/report revision. This task assumes that the City will prepare the agency report submittals.

2. Meeting and Hearing Attendance

MIG's base Scope of Work does not include attendance at any meetings or hearings other than the interagency pre-application meeting (Task 7.4.A). MIG would be able to attend meetings and hearings, as requested, on a time and materials basis. Each meeting would be estimated at two hours for the Senior Project Manager, and a hearing would be estimated at four hours for the Senior Project Manager. Our cost table presents the cost for attending one meeting and one hearing as optional tasks.

Exhibit "C"

INSURANCE REQUIREMENTS FOR CONSULTANTS

Consultant 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 Consultant, his 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 and \$2,000,000 aggregate for bodily injury, personal injury and property damage. 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 the Consultants Profession: \$1,000,000 per occurrence and \$2,000,000 aggregate.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared and approved by the City of Sunnyvale. The 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. 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 Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. 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 Consultant'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 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 the City of Sunnyvale, its officers, officials, employees, agents or volunteers.
4. The 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 the City of Sunnyvale.

Claims Made Coverage

If the General Liability and/or Errors & Omissions coverages are written on a claims-made form:

1. The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the contract work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Consultant must purchase an extended period coverage for a minimum of five years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the City of Sunnyvale for review.

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 the City of Sunnyvale.

Verification of Coverage

Consultant 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.