

**AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
SCI CONSULTING GROUP
FOR
THE STORM DRAIN FEE AND RATE STUDY**

PREAMBLE

This agreement for the performance of services ("Agreement") is by and between SCI Consulting Group, a California corporation, with its principal place of business located at 4745 Mangels Boulevard, Fairfield, California 94534 ("Consultant"), and the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 ("City"). City and Consultant may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. City desires to secure design professional services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services"; and,
- B. "Design professional" includes licensed architects, licensed landscape architects, registered professional engineers, and licensed professional land surveyors; and,
- C. Consultant represents that it, and its subconsultants, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of the City; and,
- D. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT PROVISIONS

1. SERVICES TO BE PROVIDED.

Except as specified in this Agreement, Consultant shall furnish all technical and design professional services, including labor, material, equipment, transportation, supervision and expertise (collectively referred to as "Services") to satisfactorily complete the work required by City at his/her own risk and expense. Services to be provided to City are more fully described in Exhibit A entitled "SCOPE OF SERVICES." All of the exhibits referenced in this Agreement are attached and are incorporated by this reference.

2. TERM OF AGREEMENT.

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date of this Agreement and terminate on **December 31, 2019**.

3. CONSULTANT'S SERVICES TO BE APPROVED BY A LICENSED DESIGN PROFESSIONAL.

- A. All reports, costs estimates, plans and other documentation which may be submitted or furnished by Consultant shall be approved and signed by an appropriate qualified licensed professional in the State of California.
- B. The title sheet for 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 design professional responsible for their preparation.

4. QUALIFICATIONS OF CONSULTANT - STANDARD OF WORKMANSHIP.

Consultant represents and maintains that it has the necessary expertise in the professional calling necessary to perform 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 professional standards of a specialist in the same discipline in the State of California.

The plans, designs, specifications, estimates, calculations, reports and other documents furnished under 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, that is 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.

5. MONITORING OF SERVICES.

City may monitor the Services performed under this Agreement to determine whether Consultant's operation conforms to City policy and to the terms of this Agreement. City may also monitor the Services to be performed to determine whether financial operations are conducted in accord with applicable City, county, state, and federal requirements. If any action of Consultant constitutes a breach, City may terminate this Agreement pursuant to the provisions described herein.

6. WARRANTY.

Consultant expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect, and shall conform to the specifications, requirements, and instructions upon which this Agreement is based. Consultant agrees to promptly replace or correct any incomplete, inaccurate, or defective

Services at no further cost to City when defects are due to the negligence, errors or omissions of Consultant. If Consultant fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Consultant for the cost incurred by City.

7. PERFORMANCE OF SERVICES.

Consultant shall perform all requested services in an efficient and expeditious manner and shall work closely with and be guided by City. Consultant shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Consultant is for the acts and omissions of persons directly employed by it. Consultant will perform all Services in a safe manner and in accordance with all federal, state and local operation and safety regulations.

8. BUSINESS TAX LICENSE REQUIRED.

Contractor must comply with Santa Clara City Code section 3.40.060, as that section may be amended from time to time or renumbered, which requires that any person who transacts or carries on any business in the City of Santa Clara pay business license tax to the City. A business tax certificate may be obtained by completing the Business Tax Affidavit Form and paying the applicable fee at the Santa Clara City Hall Municipal Services Division.

9. RESPONSIBILITY OF CONSULTANT.

Consultant shall be responsible for the professional quality, technical accuracy and coordination of the Services furnished by it under this Agreement. Neither City's review, acceptance, nor payments 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, construction contract documents, reports, diagrams, maps and other material prepared by Consultant shall not in any respect absolve Consultant from the responsibility Consultant has in accordance with customary standards of good professional practice in compliance with applicable federal, state, county, and/or municipal laws, ordinances, regulations, rules and orders.

10. COMPENSATION AND PAYMENT.

In consideration for Consultant's complete performance of Services, City shall pay Consultant for all materials provided and services rendered by Consultant at the rate per hour for labor and cost per unit for materials as outlined in Exhibit B, entitled "SCHEDULE OF FEES."

Consultant will bill City on a monthly basis for Services provided by Consultant during the preceding month, subject to verification by City. City will pay Consultant within thirty (30) days of City's receipt of invoice.

11. PROGRESS SCHEDULE.

The Progress Schedule will be as set forth in the attached Exhibit F, entitled "MILESTONE SCHEDULE" if applicable.

12. TERMINATION OF AGREEMENT.

Either Party may terminate this Agreement without cause by giving the other Party written notice ("Notice of Termination") which clearly expresses that Party's intent to terminate the Agreement. Notice of Termination shall become effective no less than thirty (30) calendar days after a Party receives such notice. After either Party terminates the Agreement, Consultant shall discontinue further services as of the effective date of termination, and City shall pay Consultant for all Services satisfactorily performed up to such date.

13. NO ASSIGNMENT OR SUBCONTRACTING OF AGREEMENT.

City and Consultant bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Consultant shall not hire subcontractors without express written permission from City.

14. NO THIRD PARTY BENEFICIARY.

This Agreement shall not be construed 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 under this Agreement for any cause whatsoever.

15. INDEPENDENT CONSULTANT.

Consultant and all person(s) employed by or contracted with Consultant to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Consultant has full rights, however, to manage its employees in their performance of Services under this Agreement. Consultant is not authorized to bind City to any contracts or other obligations.

16. 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. Consultant shall save and hold harmless the City, its City Council, its officers, employees, boards and commissions for expenses arising out of any unauthorized pledges of City's credit by Consultant under this Agreement.

17. CONFIDENTIALITY OF MATERIAL.

All ideas, memoranda, specifications, plans, 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 Services, nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Consultant which is otherwise known to Consultant or becomes generally known to the related industry shall be deemed confidential.

18. USE OF CITY NAME OR EMBLEM.

Consultant shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

19. 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 or at any time in its use of said material. 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.

20. RIGHT OF CITY TO INSPECT RECORDS OF CONSULTANT.

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for three (3) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Consultant for the purpose of verifying any and all charges made by Consultant in connection with Consultant compensation under this Agreement, including termination of Consultant. Consultant agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City.

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 Services hereunder.

21. CORRECTION OF SERVICES.

Consultant agrees to correct any incomplete, inaccurate or defective Services at no further costs to City, when such defects are due to the negligence, errors or omissions of Consultant.

22. FAIR EMPLOYMENT.

Consultant shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, gender, sexual orientation, age, disability, religion, ethnic background, or marital status, in violation of state or federal law.

23. HOLD HARMLESS/INDEMNIFICATION.

To the extent permitted by law, Consultant agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and reasonable attorney's fees in providing a defense to any claim arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Consultant, its employees, subcontractors, or agents in the performance, or non-performance, of services under this Agreement.

24. INSURANCE REQUIREMENTS.

During the term of this Agreement, and for any time period set forth in Exhibit C, Consultant shall provide and maintain in full force and effect, at no cost to City insurance policies with respect to employees and vehicles assigned to the Performance of Services under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined in Exhibit C.

25. AMENDMENTS.

This Agreement may be amended only with the written consent of both Parties.

26. INTEGRATED DOCUMENT.

This Agreement represents the entire agreement between City and Consultant. No other understanding, agreements, conversations, or otherwise, with any representative of City prior to execution of this Agreement shall affect or modify any of the terms or obligations of this Agreement. Any verbal agreement shall be considered unofficial information and is not binding upon City.

27. SEVERABILITY CLAUSE.

In case any one or more of the provisions in this Agreement 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.

28. 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.

29. NOTICES.

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Director of Public Works/City Engineer
1500 Warburton Avenue
Santa Clara, California 95050
or by facsimile at (408) 985-7936

And to Consultant addressed as follows:

SCI Consulting Group, Inc.
Attention: John Bliss, Vice President
4745 Mangels Boulevard
Fairfield, California 94534
or by facsimile at (707) 430-4319

If notice is sent via facsimile, a signed, hard copy of the material shall also be mailed. The workday the facsimile was sent shall control the date notice was deemed given if there is a facsimile machine generated document on the date of transmission. A facsimile transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following Monday.

30. CAPTIONS.

The captions of the various sections, paragraphs and subparagraphs of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

31. LAW GOVERNING CONTRACT AND VENUE.

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

32. DISPUTE RESOLUTION.

- A. Unless otherwise mutually agreed to by the Parties, any controversies between Consultant and City regarding the construction or application of this Agreement, and claims arising out of this Agreement or its breach, shall be submitted to

mediation within thirty (30) days of the written request of one Party after the service of that request on the other Party.

- B. The Parties may agree on one mediator. If they cannot agree on one mediator, the Party demanding mediation shall request the Superior Court of Santa Clara County to appoint a mediator. The mediation meeting shall not exceed one day (eight (8) hours). The Parties may agree to extend the time allowed for mediation under this Agreement.
- C. The costs of mediation shall be borne by the Parties equally.
- D. For any contract dispute, mediation under this section is a condition precedent to filing an action in any court. In the event of mediation which arises out of any dispute related to this Agreement, the Parties shall each pay their respective attorney's fees, expert witness costs and cost of suit, through mediation only. In the event of litigation, the prevailing party shall recover its reasonable costs of suit, expert's fees and attorney's fees.

33. COMPLIANCE WITH ETHICAL STANDARDS.

Consultant shall:

- A. Read Exhibit D, entitled "ETHICAL STANDARDS FOR CONSULTANTS SEEKING TO ENTER INTO AN AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA"; and,
- B. Execute Exhibit E, entitled "AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS."

34. AFFORDABLE CARE ACT OBLIGATIONS

To the extent Consultant is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Consultant warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Consultant's responsibilities under the Act.

35. CONFLICT OF INTERESTS.

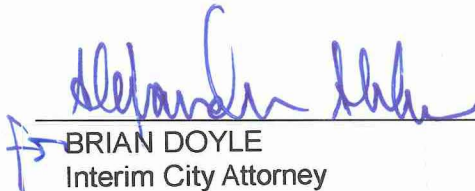
This Agreement does not prevent either Party from entering into similar agreements with other parties. To prevent a conflict of interest, Consultant certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Consultant and that no person associated with Consultant has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Consultant is familiar with the provisions of California Government Code Section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Consultant will advise City if a conflict arises.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument; and, the Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

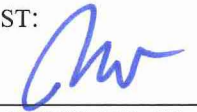
The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. The Effective Date is the date that the final signatory executes the Agreement. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

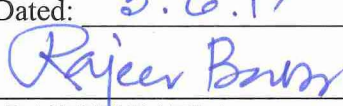
CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:


BRIAN DOYLE
Interim City Attorney

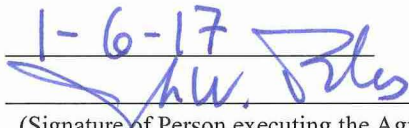
ATTEST:


ROD DIRIDON, JR.
City Clerk

Dated: 3.6.17

RAJEEV BATRA
Interim City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

SCI CONSULTING GROUP
a California corporation

Dated: 1-6-17
By: 
(Signature of Person executing the Agreement on behalf of Consultant)
Name: John Bliss
Title: President
Local Address: 4745 Mangels Boulevard
Fairfield, CA 94534
Email Address: John.bliss@sci-cg.com
Telephone: (707) 430-4300
Fax: (707) 430-4319

"CONSULTANT"

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

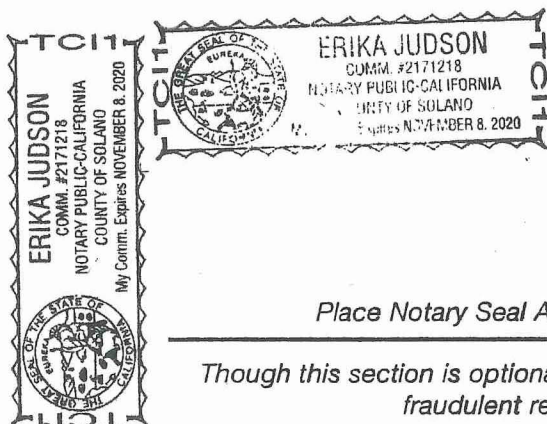
State of California)
 County of Solano)
 On 2/6/2017 before me, Erika Judson, notary public,
 Date Here Insert Name and Title of the Officer
 personally appeared John Bliss
 Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]
 Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
 Document Date: _____ Number of Pages: _____
 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
<input type="checkbox"/> Corporate Officer — Title(s): _____	<input type="checkbox"/> Corporate Officer — Title(s): _____
<input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General	<input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General
<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact	<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact
<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator	<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

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EXHIBIT A

SCOPE OF SERVICES

THE FOLLOWING SCOPE OF SERVICES ARE TO BE PROVIDED TO CITY BY CONSULTANT UNDER THIS AGREEMENT.

I. GENERAL

The City of Santa Clara ("City") intends to engage a professional Design Consultant for services described in the SCOPE OF SERVICES outlined below.

CONSULTANT will be expected to provide complete, professional, high-quality services and products; to consult City personnel, and others who are involved with the project; and to provide the expertise, guidance, advice, and assistance in accomplishing the work.

II. BACKGROUND AND PROJECT

The City desires to engage the services of a CONSULTANT to prepare a Storm drain Rate and Fee Study to identify and evaluate for development of storm drain related fees capital improvement funding to support the implementation and completion of highest and high priorities projects, as identified in the City of Santa Clara Storm Drain Master Plan 2015 (SDMP).

The SDMP developed a Storm Drain Capital Improvement Program that consists of projects with four priority levels based on model results and flood experience from City of Santa Clara staff. An estimated \$270 million in funding is necessary to complete all projects identified for capacity improvements. See Table ES-2 below for a summary of the four priority levels.

Table ES-2: Storm Facility CIP Summary

Priority	Service Level Goal	CIP Cost	Length (ft)	Pipes	Pumps (cfs)
Highest	Eliminate significant 2-yr flooding and flooding near critical facilities	\$13,400,000	13,450	63	0
High	Eliminate remaining 2-yr flooding and significant 10-yr flooding	\$39,900,000	33,000	146	0
Moderate	Eliminate 10-year flooding and significant 100-year flooding	\$97,700,000	73,630	325	120
Low	Eliminate 100-yr flooding (does not include creek overflow)	\$118,600,000	118,790	526	235
Total		\$269,500,000	238,870	1,060	355

The table shown below provides the achievable goals for completing each priority.

Priority	Description
Highest Priority	Projects under this category eliminate areas of 2-year flooding with significant depths, or address areas where City staff has indicated frequent and/or significant historical flooding issues. These projects improve conditions at locations with the deepest and longest-duration flooding situations.
High Priority	Projects under this category eliminate areas with any 2-year flooding; eliminate 10-year flooding where the depth exceeds 12 inches; or areas where 100-year flooding is potentially extreme. These projects are generally aimed at eliminating 2-year flooding beyond nuisance levels.
Moderate Priority	These improvements are intended to contain 10-year flooding within the street right-of-way and eliminate significant 100-year flooding. The duration and depth of flooding corrected by a moderate priority improvement is less than that of a high priority improvement.
Low Priority	Low priority improvements are aimed at providing a 100-year level of service; that is, with 100-year flooding contained within or immediately adjacent to the street right-of-way. The areas of flooding addressed by low priority projects is much smaller and briefer in duration than those of moderate and high priority projects.

Currently the City collects two different types of fees to fund maintenance and minor rehabilitation of existing storm drain pipelines and associated infrastructures. The City doesn't have a funding source large enough to complete the capacity improvement projects identified in the SDMP. The two fees that the City currently collects in accordance with City of Santa Clara Municipal Codes are: 1) the Storm Drainage Outlet Charge in accordance with Chapter 17.15.220, "Sanitary Sewer and Storm Drains,"; and 2) the storm drain environmental compliance fee in accordance with Chapter 13.20.140, "Rates – Users within the city." The first fee is collected from developers and shall be used for the purpose of defraying the estimated costs of constructing planned drainage facilities for removal of surface and storm waters from the herein referenced local drainage areas. The second fee is levied and assessed against and upon all premises

having storm drain discharges into or through the storm drain system a monthly storm drain environmental compliance fee. The City may, by resolution, establish and amend the monthly storm drain environmental compliance fee and define how such charge will be applied to various types of premises within the city.

III. SCOPE OF SERVICES

Basic Services shall include all professional services required to complete the Storm Drain Fee and Rate Study. Consultant shall conduct a quality control review prior to submitting any documents to City for review.

Basic services shall include, but is not limited to, the following:

Task 1: Current and Future Program Analysis

Consultant shall meet with the City to discuss project timelines, approaches, deliverables, critical paths, and any other tasks related to the Storm Drain Fee and Rate Study (Fee Study).

After the initial meeting and project understanding is developed, City staff shall provide any relevant information to develop the new storm drain fee, in addition to the Storm Drain Master Plan, including, but not limited to the following:

- City's Storm Drainage Needs
 - Storm Drain Capital Improvement Program
 - Operational costs for storm drain system maintenance and state-mandated storm water quality protection
 - Levels of service (flooding, drainage capacity, etc.)
 - Requirements from the new Municipal Regional Storm Water permit to implement green infrastructures.
- City's Existing Revenues
 - Sources & mechanisms
 - Budgets & financial Structures
 - Debt financing status/likelihood
- Overview of organizational structure
 - Public Works
 - Utilities
 - External entities (SCVWD, etc.)
- Other recent funding measures
 - Public opinion surveys done by the City – particularly ones that pertain to public facilities (streets, library, parks, etc.)
- Other public engagement efforts
 - Particularly outreach pertaining to storm drainage and flooding

In addition, Consultant will collect, compile and analyze property ownership, voter statistics, tax base, demographic and political profiles in the City. Consultant will also analyze various community factors that may affect the proposed assessments, such as

other local, political and socioeconomic issues and other funding measures. Consultant will perform these services by first utilizing Consultant's internal and comprehensive historical parcel data for all parcels in the City. This internal property, parcel and ownership data will be supplemented with additional data from the County Assessor, the Registrar of Voters, planning agencies, and other information sources. After this extensive data has been compiled, Consultant will analyze it in context with the proposed services and improvements, other community factors in the City, and the current services provided by the City. This detailed research and analysis will provide Consultant with a solid understanding of the factors that will be used as the foundation for designing and evaluating the desired funding measure.

Deliverables:

- Initial meeting minutes and project understanding
- Preliminary Recommendations (per milestone schedule)

Task 2: Potential Funding Sources Analysis and Recommendations

Consultant will evaluate a variety of potential additional funding mechanisms including special taxes, user taxes, transient occupancy taxes, sales taxes, balloted property-related-fees, non-balloted property-related fees, benefit assessments, regulatory fees, new development fees, service fees and other non-balloted fees and revenues. Each potential source will be studied and evaluated along with important attributes such as political viability, legal rigor, reliability, legislative factors, costs of implementation and maintenance, future reliability, timeline, and compatibility with other funding mechanisms. Consultant will also estimate the revenue potential and the estimated implementation cost of the most viable options. The options will include potential incentives such as on-site stormwater management methods.

At the conclusion of this Task, the Consultant shall prepare a report on the funding sources and findings and will meet with the City to carefully review the findings.

Deliverables:

- Draft and final Funding Options Report.

Task 3: Public Opinion Research and Survey

Consultant will conduct a Public Survey and Opinion Research and prepare all documents related to the survey and research. The mailed survey will provide the City with a projection of the level of ballot support from voters or property owners for a new storm drain fee, as well as a clear insight to the community's priorities, including desired services, and green infrastructure approaches. The information gathered from the survey will help the City decide how best to package the measure for success, in order to finalize a set of services and improvements that will best meet the community's needs.

Consultant will develop a preliminary storm drain fee structure based on the scenarios and the potential services and improvements developed in Task 1. Each parcel will be assigned an actual fee amount to be tested in the survey phase, as storm drain fees can often be based on parcel size for the various land use classes that result in unique fees for many properties.

The survey packet will include an information sheet that will describe the City's storm drainage system, its background and current condition, and the challenges that lay ahead including keeping an aging infrastructure operational to protect the community's quality of life. It will describe what the City has done to keep levels of service up and protect residents against flooding and other related nuisances. The packet will also include a questionnaire with three primary sections:

- instructions for completing and returning the document;
- a basic question on the primary goals and a proposed fee (individualized for each property based on the preliminary engineering); and
- a series of 8 – 12 other questions aimed at learning the priorities of the community regarding projects, services, and fiscal considerations.

In the interest of full transparency, the primary rate question can also include the amount of stormwater-related fees already being charged. Finally, the Consultant will develop two versions of the information sheet and questionnaire, to correlate to two rate levels and corresponding projects and services.

The Consultant will print and mail all survey packets, including a postage-paid return envelope. The completed surveys will be returned to the Consultant. After the period allowed for the mailing and return of the surveys, Consultant will conduct a complex analysis and modeling of the survey results for the City as they relate to the expected property owner ballot participant profile and balloting scenario. After completing this modeling and analysis, Consultant will prepare a comprehensive report that summarizes the opinion research findings and makes recommendations regarding residents' and owners' storm drainage improvement and service priorities, as well as the feasibility of moving forward with a ballot measure to fund such priorities. The report will also include additional value-added elements, such as the recommended ballot measure alternatives and services to be funded, an outline of the recommended action plan for proceeding with local funding measures, profiles of likely supporters and opponents, service priorities, support by geographic area, and key messaging elements and strategies.

Deliverables:

- Survey Instrument & Questionnaire (Draft and Final)
- Printing, mailing, and tracking approximately 8,000 survey documents (this amount should provide reliable results with acceptable margin of error)
- Responding to public comments and inquiries
- Public Opinion Research and Survey Report (Draft and Final)
- Draft Staff Report to Council on Recommendations for Action

Task 4: Storm Drain Fee and Rate Study and Action Plan

If, after review of the opinion research/outreach findings and recommendations, the City elects to proceed with a property-related fee ballot proceeding, Consultant shall commence Task 4 work. Consultant will prepare a comprehensive Proposition 218 compliant property-related fee engineering and nexus/justification report for the proposed storm drain services and improvements to be funded. The report will include a detailed description of the services and improvements to be funded by the proposed fees, plans for the services and programs, future capital and facility improvement needs, the rationale used for the fee apportionment, the method of fee apportionment (likely to include impervious area), and calculation of the specific proposed fee amount for each parcel in the City.

The report may also include provisions to incentivize on-site run-off abatement that could apply to traditionally impervious large sites, such as commercial, industrial, and institutional parcels, to help the City implement hydrograph modification practices. Additionally, the report will include legal considerations and issues for the fee methodology and alternative revenue enhancement options. (Alternatively, if a special tax will be the main funding option, Consultant will revise this Task to include the work needed to plan and prepare for a parcel tax election.)

The process will build on the data gathered in previous tasks, including parcel data, community priorities, and budgets, cost estimates, and multi-year proforma for all services and improvements. Consultant will finalize the financial needs, including any debt or bonding considerations, as well as the improvement plan in accordance with the community's needs from Task 3.

A large part of this Task will be the compilation of the parcel attributes for all the parcels within City limits. Consultant will perform an audit of lot coverage of impervious surfaces for the various land classes using county records, aerial photos, and GIS maps. This data analysis will be the backbone of the nexus of parcel attributes and the fees structure.

Consultant will present these fiscal plans, the data review and analysis, and the proposed fee methodology to the City in a workshop session. Issues uncovered by the review will be highlighted and remedies suggested. After the City staff and legal counsel have reviewed the data and information, Consultant will prepare a final Fee Report that satisfies the requirements of Articles XIIC and XIID of the California Constitution (Proposition 218), the Government Code, and other relevant code sections. The Report will be prepared and signed by John W. Bliss, PE, a registered Civil Engineer with extensive experience in this field. The Report will include a detailed description of the proposed fee structure for the improvements and services, future capital and facility improvement needs, a detailed cost estimate, the rationale used for the fee apportionment, calculation of the specific proposed fee amount for each parcel in the City, any necessary maps or diagrams, and other elements.

The Fee Report will be the document that the City Council will approve as the first step in the implementation process (Task 5).

This task will also include an Action Plan, which will provide Consultant's recommendations about how to proceed with the implementation of the funding measure. This Plan will distill the information from the Funding Options Report (Task 2), the public opinion research (Task 3), and the Fee Report, into a concise, point-by-point set of recommendations on how to manage the implementation phase. It will contain key program elements that can be used for community outreach and education, including recommendations on services, green infrastructure, capital improvement projects, and timing recommendations.

Deliverables:

- Storm Drain Fee Report
- Action Plan

Task 5: Implementation of Funding Measure

Once the Fee Report and Action Plan are complete, the next steps will depend on the type of funding mechanism that is selected. Since a property-related fee is most typical, this Scope of Services is based on the process and procedures required for that type of mechanism.

Implementation of a property-related fee includes several steps:

Week	Activity
1	Schedule City Council meeting for approval of Fee Report.
3	City Council approval of the Fee Report, setting the date for a public hearing (protest hearing), and authorize the mailing of notices.
5	Print and mail notices.
12	Conduct protest hearing no less than 45 days after mailing of notices. Authorize mailing of ballots (if no protest exists).
14	Print and mail ballots.
18	Tabulate ballots after close of ballot period (at least 30 days after protest hearing).
20	City Council certifies results of the balloting. Authorizes the fee structure if support is over 50%.

The first three steps are similar to those required for water and sewer rate setting. The final three steps are unique to stormwater fees in accordance with Proposition 218 and subsequent legal rulings.

Consultant will draft all notices, resolutions and staff reports, as well as the ballot packet required for each step in the process. Consultant will print and mail all notices and ballots as required for each parcel owner. City staff, including the City Clerk and legal counsel, will review and finalize all these documents. Consultant will also assist the City and its legal counsel with responding to property owner testimony at the public hearing

Consultant will design these items that clearly and concisely explain the reason for the storm drain fee and that meet all legal requirements. After the notices and ballots are finalized, Consultant will oversee the printing, addressing, and mailing of the packets. This work will be performed by Consultant's sub-contractor, Admail West, a printing and mailing firm with industry leading experience with registered voter elections and mail ballot proceedings. After the notices and ballots are printed and addressed, they will be mailed, pursuant to the California Constitution and the Government Code, to all property owners in the City with a proposed assessment.

Throughout the balloting, Consultant will also field and respond to property owner inquiries, will research and confirm new owners that are not reflected on the official county property ownership records, using additional county records and information provided by property owners as needed, and will issue replacement ballots as needed.

Tabulation, in accordance with Proposition 218, must be either done by a disinterested third party or done in a place accessible to the public. Consultant is proposing to do the manual work of the tabulation efforts using a bar scan technology under the direction of the City Clerk (who is defined by law as a disinterested third party). Further, Consultant shall recommend conducting the tabulation process in a room accessible to the public to avoid any appearance of impropriety. Consultant estimate that the tabulation will take about two days to complete.

Deliverables:

- Draft Resolutions
- Create notice and ballot documents
- Print and mail notice and ballot documents
- Respond to public comments and inquiries
- Perform tabulation under direction of City Clerk
- Present ballot results
- Q&A document for staff

Task 6: Informational Outreach

Consultant will provide the City with public informational and educational outreach strategies and property owner informational services. This will be a joint effort between the City and Consultant, where the Consultant will develop communication strategies and draft content of handouts, frequently asked questions (FAQs), talking points, slide shows,

press releases, feature articles, newsletter articles, descriptive e-mails (suitable for use by local groups), web site information, etc., and the City will provide information about local groups, entities, individuals and other stakeholders, review and contribute to the drafting of message content, and post information on City's website. In addition, City staff or elected officials, with support from Consultant, will take the lead in any public meetings such as public hearings, community or town hall meetings or other outreach events.

Consultant's informational outreach efforts will continue up to and throughout the ballot proceeding, and will include tasks necessary to ensure that the property owners are adequately informed about the assessment ballot proceeding, and the proposed services/improvements in their area prior to the mailing of ballots. Throughout this process, Consultant will work closely with volunteers, City staff and other stakeholders.

Deliverables:

- FAQ document
- Draft Communications: Handout, Flyers, PowerPoints, web pages, emails, etc.

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EXHIBIT B

SCHEDULE OF FEES

I. GENERAL PAYMENT

The total payment to the Consultant for Basic Services, as stated in **Exhibit A**, shall not exceed \$197,275.00, plus any authorized Reimbursable Expenses, which shall not exceed \$1,500.00. The amount billed to City for pre-approved Additional Services shall not exceed the sum of \$20,000. In no event shall the amount billed to City by Consultant for services under this Agreement exceed \$218,775.00, subject to budget appropriations.

Billing shall be on a monthly basis proportionate to the services performed for each task completed. Consultant shall, during the term of this Agreement, invoice the City for percentage of work completed under this Agreement. The invoice shall describe the Task completed, and percentage completed by Task, and total during the invoice period. The invoice shall also show the total to be paid for the invoice period.

II. BASIC SERVICES

The total payment to Consultant for all work necessary for performing all Tasks, as stated in **Exhibit A**, shall be in proportion to services rendered and on a Time-and-Material basis according to the fixed hourly rates shown below in Section V, RATE SCHEDULE.

The Consultant fee allocated to each Task, as shown below, shall be the Consultant's full compensation for all the Consultant services required for the Project and by this Agreement, as directed by the City, and no additional compensation shall be allowed. The total amount of all the Tasks is a not-to-exceed amount.

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The amount for each Task and the total amount of all the Tasks are as listed below:

Description	Cost
Task 1: Program Analysis	\$6,800.00
Task 2: Funding Options	\$13,250.00
Task 3: Survey	\$25,295.00
Task 4: Fee Report & Action	\$43,140.00
Task 5: Funding Measure Implementation	\$87,300.00
Task 6: Information Outreach	\$21,490.00
TOTAL BASIC SERVICES (not-to-exceed)	\$197,275.00

III. REIMBURSABLE EXPENSES

Reimbursable Expenses shall not exceed \$1,500, and require prior written approval by the City. The amount allocated for Reimbursable Expenses shall be the Consultant's full compensation for all Reimbursable Expenses required for the Project and by this Agreement, as directed by the City, and no additional compensation shall be allowed.

Reimbursable Expenses are in addition to compensation for Basic and Additional Services. All tasks related to preparing, printing, and mailing out notices and ballots as part of the core services shall not be considered reimbursable expenses. The following is a sample of items that are included as part of the Basic Services and are not considered Reimbursable Expenses:

- Basic Office Expenses such as overhead, paper, pens, pencils, ink cartridges
- Insurance Expenses, Applicable Taxes, Computer Time
- Travel Expenses (local and long distance)
- Faxes
- Local and Long Distance Telephone Expenses (land lines and cellular phones)
- US Mail
- Paper Cost
- Copying Cost
- Plotting Cost

Reimbursable Cost may include:

- Outside Duplicating Cost for Plans and Reports as specified in Section III, Scope of Services, of Exhibit A
- Presentation Materials
- Overnight Delivery Services when requested by City
- Courier Services when requested by City

All reimbursable costs, other than those listed above, shall be approved in advance by City.

IV. ADDITIONAL SERVICES

Additional Services consists of work not included in the Scope of Services outlined within this Agreement. Pre-approved Additional Services shall be billed to City at the fixed hourly rates shown below in Section V, RATE SCHEDULE, or at an agreed negotiated lump sum price. Monthly billing for Additional Services shall be consistent with the term set forth in this Agreement. Payment for any Additional Services is allowed only if written authorization is given by the City Engineer in advance of the work to be performed. Additional Services shall not exceed \$20,000 without approval by the City.

V. RATE SCHEDULE

Personnel Charges

Charges for personnel engaged in professional and/or technical work are based on the actual hours directly chargeable to the project.

The pay rates for the project by classification are listed below:

<u>Firm/Classification</u>	<u>Rate per hour</u>
SCI Consulting Group – Prime Consultant	
President	\$220
Vice President	\$215
Senior Assessment Engineer	\$190
Director	\$165
Assessment Engineer	\$165
Senior Consultant	\$150
Consultant	\$125
Project Analyst	\$100
GIS Staff	\$90
Research Assistant	\$65
Support Admin Staff	\$75

Schaaf & Wheeler – Civil Engineering Subconsultant

Project Manager	\$225
Project Engineer	\$215
Senior Engineer	\$200
Associate Engineer	\$180
Assistant Engineer	\$160
Junior Engineer	\$150
Designer	\$140
Technician	\$135
Engineering Trainee	\$105
Construction Manager	\$215
Senior Resident Engineer	\$185
Resident Engineer	\$165
Assistant Resident Engineer	\$150
Construction Inspector	\$135

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EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting the Consultant's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Consultant shall provide and maintain in full force and effect during the period of performance of the Agreement and for twenty-four (24) months following acceptance by the City, at its sole cost and expense, the following insurance policies from insurance companies authorized to do business in the State of California. These policies shall be primary insurance as to the City of Santa Clara so that any other coverage held by the City shall not contribute to any loss under Consultant's insurance. The minimum coverages, provisions and endorsements are as follows:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:
 - \$1,000,000 Each Occurrence
 - \$2,000,000 General Aggregate
 - \$2,000,000 Products/Completed Operations Aggregate
 - \$1,000,000 Personal Injury
2. Exact structure and layering of the coverage shall be left to the discretion of Consultant; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Consultant to comply with the insurance requirements of this Agreement:
 - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
 - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and

- c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned (if any), non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Consultant and/or its subcontractors involved in such activities shall provide coverage with a limit of one million dollars (\$1,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Consultant included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. PROFESSIONAL LIABILITY

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Consultant. Covered services as designated in the policy must specifically include work performed under this agreement. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per claim or two million dollars (\$2,000,000) aggregate. Any coverage containing a deductible or self-retention must first be approved in writing by the City Attorney's Office.

E. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Consultant's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85, or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.
2. Primary and non-contributing. Each insurance policy provided by Consultant shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Consultant's insurance.
3. Cancellation.
 - a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.
 - b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.
4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Exhibit C, above.

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Consultant and City agree as follows:

1. Consultant agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services

2. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Consultant for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
3. The City reserves the right to withhold payments from the Consultant in the event of material noncompliance with the insurance requirements set forth in this Agreement.

Prior to commencement of any Services under this Agreement, Consultant, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Consultant shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

Consultant or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Consultant shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

Telephone number: 951-766-2280
Fax number: 770-325-0409
Email address: ctsantaclara@ebix.com

I. QUALIFYING INSURERS

All of the insurance companies providing insurance for Consultant shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

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EXHIBIT D

**ETHICAL STANDARDS FOR CONSULTANTS SEEKING TO ENTER INTO
AN AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA**

Termination of Agreement for Certain Acts.

- A. The City may, at its sole discretion, terminate this Agreement in the event any one or more of the following occurs:
1. If a Consultant¹ does any of the following:
 - a. Is convicted of operating a business in violation of any Federal, State or local law or regulation;
 - b. Is convicted² of a crime punishable as a felony involving dishonesty³;
 - c. Is convicted of an offense involving dishonesty or is convicted of fraud or a criminal offense in connection with: (1) obtaining; (2) attempting to obtain; or, (3) performing a public contract or subcontract;
 - d. Is convicted of any offense which indicates a lack of business integrity or business honesty which seriously and directly affects the present responsibility of a City consultant or subcontractor; and/or,
 - e. Made (or makes) any false statement(s) or representation(s) with respect to this Agreement.

¹ For purposes of this Agreement, the word "Consultant" (whether a person or a legal entity) also refers to "Contractor" and means any of the following: an owner or co-owner of a sole proprietorship; a person who controls or who has the power to control a business entity; a general partner of a partnership; a principal in a joint venture; or a primary corporate stockholder [i.e., a person who owns more than ten percent (10%) of the outstanding stock of a corporation] and who is active in the day to day operations of that corporation.

² For purposes of this Agreement, the words "convicted" or "conviction" mean a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere within the past five (5) years.

³ As used herein, "dishonesty" includes, but is not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, failure to pay tax obligations, receiving stolen property, collusion or conspiracy.

2. If fraudulent, criminal or other seriously improper conduct of any officer, director, shareholder, partner, employee or other individual associated with the Consultant can be imputed to the Consultant when the conduct occurred in connection with the individual's performance of duties for or on behalf of the Consultant, with the Consultant's knowledge, approval or acquiescence, the Consultant's acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval or acquiescence.
- B. The City may also terminate this Agreement in the event any one or more of the following occurs:
1. The City determines that Consultant no longer has the financial capability⁴ or business experience⁵ to perform the terms of, or operate under, this Agreement; or,
 2. If City determines that the Consultant fails to submit information, or submits false information, which is required to perform or be awarded a contract with City, including, but not limited to, Consultant's failure to maintain a required State issued license, failure to obtain a City business license (if applicable) or failure to provide and maintain bonds and/or insurance policies required under this Agreement.
- C. In the event a prospective Contractor (or bidder) is ruled ineligible (debarred) to participate in a contract award process or a contract is terminated pursuant to these provisions, Contractor may appeal the City's action to the City Council by filing a written request with the City Clerk within ten (10) days of the notice given by City to have the matter heard. The matter will be heard within thirty (30) days of the filing of the appeal request with the City Clerk. The Contractor will have the burden of proof on the appeal. The Contractor shall have the opportunity to present evidence, both oral and documentary, and argument.

⁴ Consultant becomes insolvent, transfers assets in fraud of creditors, makes an assignment for the benefit of creditors, files a petition under any section or chapter of the federal Bankruptcy Code (11 U.S.C.), as amended, or under any similar law or statute of the United States or any state thereof, is adjudged bankrupt or insolvent in proceedings under such laws, or a receiver or trustee is appointed for all or substantially all of the assets of Consultant.

⁵ Loss of personnel deemed essential by the City for the successful performance of the obligations of the Contractor to the City.

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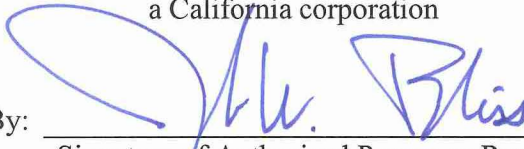
AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS

I hereby state that I have read and understand the language, entitled "Ethical Standards" set forth in Exhibit D. I have the authority to make these representations on my own behalf or on behalf of the legal entity identified herein. I have examined appropriate business records, and I have made appropriate inquiry of those individuals potentially included within the definition of "Consultant" contained in Ethical Standards at footnote 1.

Based on my review of the appropriate documents and my good-faith review of the necessary inquiry responses, I hereby state that neither the business entity nor any individual(s) belonging to said "Consultant" category [i.e., owner or co-owner of a sole proprietorship, general partner, person who controls or has power to control a business entity, etc.] has been convicted of any one or more of the crimes identified in the Ethical Standards within the past five (5) years.

The above assertions are true and correct and are made under penalty of perjury under the laws of the State of California.

SCI CONSULTING GROUP
a California corporation

By: 
Signature of Authorized Person or Representative

Name: John W Bliss

Title: President

NOTARY'S ACKNOWLEDGMENT TO BE ATTACHED

Please execute the affidavit and attach a notary public's acknowledgment of execution of the affidavit by the signatory. If the affidavit is on behalf of a corporation, partnership, or other legal entity, the entity's complete legal name and the title of the person signing on behalf of the legal entity shall appear above. Written evidence of the authority of the person executing this affidavit on behalf of a corporation, partnership, joint venture, or any other legal entity, other than a sole proprietorship, shall be attached.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

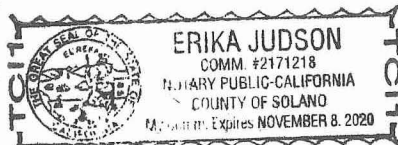
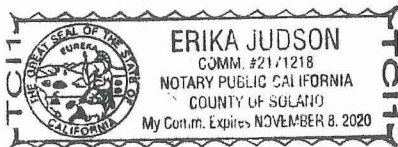
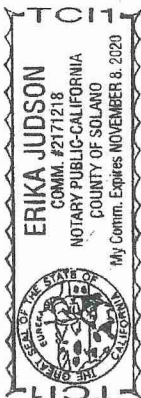
State of California)
 County of Solano)
 On 2/6/2017 before me, Erika Judson, Notary Public,
 Date Here Insert Name and Title of the Officer
 personally appeared John Bliss
 Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Erika Judson
 Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
 Document Date: _____ Number of Pages: _____
 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

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EXHIBIT F

MILESTONE SCHEDULE

	<u>TASKS</u>	<u>DURATION (DAYS)</u>	<u>ESTIMATED DATES</u>	
			Begin	End
1	Current & Future Program Analysis			
A	Kick Off Meeting	1	1-Mar-17	1-Mar-17
B	Research & Analysis	25	6-Mar-17	7-Apr-17
C	Preliminary Recommendations	9	10-Apr-17	21-Apr-17
2	Funding Options Analysis			
A	Draft Report	25	20-Mar-17	21-Apr-17
B	City Review	10	24-Apr-17	5-May-17
C	Final Report	1	8-May-17	12-May-17
3	Public Opinion Research & Survey			
A	Data & Prelim Rates	27	10-Apr-17	16-May-17
B	Draft Instruments	17	1-May-17	23-May-17
C	Review Drafts	5	24-May-17	31-May-17
D	Print Surveys	16	1-Jun-17	22-Jun-17
E	Surveys in Field	28	23-Jun-17	2-Aug-17
F	Analyze & Report	15	3-Aug-17	23-Aug-17
G	City Review of Survey	5	24-Aug-17	30-Aug-17
H	Survey Results to City Council	1	5-Sep-17	5-Sep-17
4	Fee Report and Action Plan			
A	Parcel Data Analysis	39	3-Jul-17	31-Aug-17
B	Fee Methodology	34	14-Aug-17	29-Sep-17
C	Deliver Draft Report	1	2-Oct-17	2-Oct-17
D	City Review	15	2-Oct-17	20-Oct-17
E	Finalize Fee Report	15	23-Oct-17	10-Nov-17
5	Implementation of Funding Measure			
A	Draft Resolutions & Notices	20	25-Oct-17	21-Nov-18
B	City Council Approve Fee Report	1	5-Dec-17	5-Dec-17
C	Print and Mail Notices	25	6-Dec-17	10-Jan-18
D	City Council Rate Hearing	1	6-Mar-18	6-Mar-18
E	Print and Mail Ballots	10	7-Mar-18	21-Mar-18
F	Balloting Period	20	22-Mar-18	19-Apr-18
G	Tabulate Ballots	4	20-Apr-18	25-Apr-18
H	City Council Certifies Balloting	1	1-May-18	1-May-18
6	Informational Outreach			
A	Preliminary Community Input		TBD	
B	Outreach & Education		TBD	