



MASTER PROFESSIONAL/SPECIALIZED SERVICES AGREEMENT WITH STARBIRD CONSULTING, LLC

1. **PARTIES**

This Master Agreement is made by and between the City of Cupertino, a municipal corporation (“City”), and STARBIRD CONSULTING, LLC (“Contractor”) a

Limited Liability Company for Environmental Consulting Services on various City projects, and is effective on the last date signed below (“Effective Date”).

2. **SERVICES**

2.1 Scope of Services. Contractor agrees to provide the Services set forth in the Scope of Services, attached and incorporated here as **Exhibit A**, on an as-needed basis. The Services must comply with this Agreement and with each Service Order issued by the City’s Project Manager or his/her designee, in accordance with the following procedures, unless otherwise specified in **Exhibit A**. Contractor further agrees to carry out its work in compliance with the City’s Shelter In Place and Social Distancing Requirements, attached here and incorporated as **Exhibit A-A**.

2.2 Service Orders. Before issuing a Service Order, the City Project Manager will request Services in writing and hold a meeting with Contractor to discuss the Service Order. Contractor will submit a written proposal that includes a specific Scope of Services, Schedule of Performance, and Compensation, which the Parties will discuss. Thereafter, City will execute a Service Order Form for the Services, attached and incorporated here as **Exhibit B**. The Service Order will specify the Scope of Services, Schedule of Performance, Compensation, and any other conditions applicable to the Service Order. Issuance of a Purchase Order is discretionary. The City Project Manager is authorized to streamline these procedures based on the City’s best interests. Contractor will not be compensated for Services performed without a duly authorized and executed Service Order.

3. **TIME OF PERFORMANCE**

3.1 Term. This Agreement begins on the Effective Date and ends on September 30, 2023 (“Contract Time”), unless terminated earlier as provided herein. The City’s appropriate department head or City Manager may extend the Contract Time through a written amendment to this Agreement, provided such extension does not include additional contract funds. Extensions requiring additional contract funds are subject to the City’s purchasing policy.

3.2 Schedule of Performance. Contractor must deliver the Services within the time specified in each Service Order, and under no circumstances should the Services go beyond the Contract Time.

3.3 Time is of the essence for the performance of all the Services required in this Agreement and in each Service Order. Contractor must have sufficient time, resources and qualified staff to deliver the Services on time. Contractor must respond promptly to each Service Order request.

4. COMPENSATION

4.1 Maximum Compensation. City will pay Contractor for satisfactory performance of the Services a total amount that will be based upon actual costs but that will be capped so as not to exceed \$ 400,000.00 _____ (“Contract Price”), based upon the Scope of Services in **Exhibit A** and the budget and rates included. The maximum compensation includes all expenses and reimbursements and will remain in place even if Contractor’s actual costs exceed the capped amount.

4.2 Per Service Order. Compensation for Services provided under a Service Order will be based on the rates set forth in the Service Order, which shall not exceed the capped amount specified in the Service Order.

4.3 Invoices and Payments. Except as otherwise provided in a Purchase Order, monthly invoices must state a description of the deliverables completed and the amount due for the preceding month. Thirty (30) days prior to expiration of the Agreement, Contractor must submit a requisition for final and complete payment of costs and pending claims for City approval. Noncompliance with this requirement relieves City of any further payment or other obligations under the Agreement.

5. INDEPENDENT CONTRACTOR

5.1 Status. Contractor is an independent contractor and not an employee, partner, or joint venture of City. Contractor is solely responsible for the means and methods of performing the Services and for the persons hired to work under this Agreement. Contractor is not entitled to health benefits, worker’s compensation, or other benefits from the City.

5.2 Contractor’s Qualifications. Contractor warrants on behalf of itself and its subcontractors that they have the qualifications and skills to perform the Services in a competent and professional manner and according to the highest standards and best practices in the industry.

5.3 Permits and Licenses. Contractor warrants on behalf of itself and its subcontractors that they are properly licensed, registered, and/or certified to perform the Services as required by law and have procured a City Business License, if required by the Cupertino Municipal Code.

5.4 Subcontractors. Only Contractor’s employees are authorized to work under this Agreement. Prior written approval from City is required for any subcontractor, and the terms and conditions of this Agreement will apply to any approved subcontractor.

5.5 Tools, Materials, and Equipment. Contractor will supply all tools, materials, and equipment required to perform the Services under this Agreement.

5.6 Payment of Benefits and Taxes. Contractor is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes. Contractor and any of its employees, agents, and subcontractors shall not have any claim under this Agreement or otherwise against City for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance, medical care, hospital care, insurance benefits, social security, disability, unemployment, workers compensation or employee benefits of any kind. Contractor shall be solely liable for and obligated to pay directly all applicable taxes, fees, contributions, or charges applicable to Contractor's business including, but not limited to, federal and state income taxes. City shall have no obligation whatsoever to pay or withhold any taxes or benefits on behalf of Contractor. Should any court, arbitrator, or administrative authority, including but not limited to the California Public Employees Retirement System (PERS), the Internal Revenue Service or the State Employment Development Division, determine that Contractor, or any of its employees, agents, or subcontractors, is an employee for any purpose, then Contractor agrees to a reduction in amounts payable under this Agreement, or to promptly remit to City any payments due by the City as a result of such determination, so that the City's total expenses under this Agreement are not greater than they would have been had the determination not been made.

6. PROPRIETARY/CONFIDENTIAL INFORMATION

In performing this Agreement, Contractor may have access to private or confidential information owned or controlled by the City, which may contain proprietary or confidential details the disclosure of which to third parties may be damaging to City. Contractor shall hold in confidence all City information and use it only to perform this Agreement. Contractor shall exercise the same standard of care to protect City information as a reasonably prudent contractor would use to protect its own proprietary data.

7. OWNERSHIP OF MATERIALS

7.1 Property Rights. Any interest (including copyright interests) of Contractor in any product, memoranda, study, report, map, plan, drawing, specification, data, record, document, or other information or work, in any medium (collectively, "Work Product"), prepared by Contractor in connection with this Agreement will be the exclusive property of the City upon completion of the work to be performed hereunder or upon termination of this Agreement, to the extent requested by City. In any case, no Work Product shall be shown to any third-party without prior written approval of City.

7.2 Copyright. To the extent permitted by Title 17 of the U.S. Code, all Work Product arising out of this Agreement is considered "works for hire" and all copyrights to the Work Product will be the property of City. Alternatively, Contractor assigns to City all Work Product copyrights. Contractor may use copies of the Work Product for promotion only with City's written approval.

7.3 Patents and Licenses. Contractor must pay royalties or license fees required for authorized use of any third party intellectual property, including but not limited to patented, trademarked, or copyrighted intellectual property if incorporated into the Services or Work Product of this Agreement.

7.4 Re-Use of Work Product. Unless prohibited by law and without waiving any rights, City may use or modify the Work Product of Contractor or its sub-Contractors, prepared or created under this Agreement, to execute or implement any of the following:

- (a) The original Services for which Contractor was hired;
- (b) Completion of the original Services by others;
- (c) Subsequent additions to the original Services; and/or
- (d) Other City projects.

7.5 Deliverables and Format. Contractor must provide electronic and hard copies of the Work Product, on recycled paper and copied on both sides, except for one single-sided original.

8. RECORDS

Contractor must maintain complete and accurate accounting records relating to its performance in accordance with generally accepted accounting principles. The records must include detailed information of Contractor's performance, benchmarks and deliverables, which must be available to City for review and audit. The records and supporting documents must be kept separate from other records and must be maintained for four (4) years from the date of City's final payment.

9. ASSIGNMENT

Contractor shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of City. Any attempt to do so will be null and void. Any changes related to the financial control or business nature of Contractor as a legal entity will be considered an assignment of the Agreement and subject to City approval. Control means fifty percent (50%) or more of the voting power of the business entity.

10. PUBLICITY / SIGNS

Any publicity generated by Contractor for the project under this Agreement, during the term of this Agreement and for one year thereafter, will reference the City's contributions in making the project possible. The words "City of Cupertino" will be displayed in all pieces of publicity, including flyers, press releases, posters, brochures, public service announcements, interviews and newspaper articles. No signs may be posted, exhibited or displayed on or about City property, except signage required by law or this Contract, without prior written approval from the City.

11. INDEMNIFICATION

11.1 To the fullest extent allowed by law, and except for losses caused by the sole and active negligence or willful misconduct of City personnel, Contractor shall indemnify, defend, and hold harmless City, its City Council, boards and commissions, officers, officials, employees, agents, servants, volunteers, and Contractors ("Indemnitees"), through legal counsel acceptable to City, from and against any and all liability, damages, claims, actions, causes of action, demands, charges, losses, costs, and expenses (including attorney fees, legal costs, and expenses related to litigation and dispute

resolution proceedings), of every nature, arising directly or indirectly from this Agreement or in any manner relating to any of the following:

- (a) Breach of contract, obligations, representations, or warranties;
- (b) Negligent or willful acts or omissions committed during performance of the Services;
- (c) Personal injury, property damage, or economic loss resulting from the work or performance of Contractor or its subcontractors or sub-subcontractors;
- (d) Unauthorized use or disclosure of City's confidential and proprietary information;
- (e) Claim of infringement or violation of a U.S patent or copyright, trade secret, trademark, or service mark or other proprietary or intellectual property rights of any third party.

11.2 Contractor must pay the costs City incurs in enforcing this provision. Contractor must accept a tender of defense upon receiving notice from City of a third-party claim. At City's request, Contractor will assist City in the defense of a claim, dispute, or lawsuit arising out of this Agreement.

11.3 Contractor's duties under this section are not limited to the Contract Price, workers' compensation payments, or the insurance or bond amounts required in the Agreement. Nothing in the Agreement shall be construed to give rise to an implied right of indemnity in favor of Contractor against City or any Indemnitee.

11.4. Contractor's payments may be deducted or offset to cover any money the City lost due to a claim or counterclaim arising out of this Agreement, a purchase order or other transaction.

11.5. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subcontractor, or any other person or entity involved by, for, with, or on behalf of Contractor in the performance of this Agreement. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder.

11.6. This Section 11 shall survive termination of the Agreement.

12. INSURANCE

Contractor shall comply with the Insurance Requirements, attached and incorporated here as **Exhibit C**, and must maintain the insurance for the duration of the Agreement, or longer as required by City. City will not execute the Agreement until City approves receipt of satisfactory certificates of insurance and endorsements evidencing the type, amount, class of operations covered, and the effective and expiration dates of coverage. Failure to comply with this provision may result in City, at its sole discretion and without notice, purchasing insurance for Contractor and deducting the costs from Contractor's compensation or terminating the Agreement.

13. COMPLIANCE WITH LAWS

13.1 General Laws. Contractor shall comply with all local, state, and federal laws and regulations applicable to this Agreement. Contractor will promptly notify City of changes in the law or other conditions that may affect the Project or Contractor's ability to perform. Contractor is responsible for verifying the employment authorization of employees performing the Services, as required by the Immigration Reform and Control Act.

13.2 Labor Laws. Contractor shall comply with all labor laws applicable to this Agreement. If the Scope of Services includes a “public works” component, Contractor is required to comply with prevailing wage laws under Labor Code Section 1720 and other labor laws.

13.3 Discrimination Laws. Contractor shall not discriminate on the basis of race, religious creed, color, ancestry, national origin, ethnicity, handicap, disability, marital status, pregnancy, age, sex, gender, sexual orientation, gender identity, Acquired-Immune Deficiency Syndrome (AIDS,) or any other protected classification. Contractor shall comply with all anti-discrimination laws, including Government Code Sections 12900 and 11135, and Labor Code Sections 1735, 1777, and 3077.5. Consistent with City policy prohibiting harassment and discrimination, Contractor understands that harassment and discrimination directed toward a job applicant, an employee, a City employee, or any other person, by Contractor or Contractor's employees or sub-contractors will not be tolerated.

13.4 Conflicts of Interest. Contractor shall comply with all conflict of interest laws applicable to this Agreement and must avoid any conflict of interest. Contractor warrants that no public official, employee, or member of a City board or commission who might have been involved in the making of this Agreement, has or will receive a direct or indirect financial interest in this Agreement, in violation of California Government Code Section 1090 et seq. Contractor may be required to file a conflict of interest form if Contractor makes certain governmental decisions or serves in a staff capacity, as defined in Section 18700 of Title 2 of the California Code of Regulations. Contractor agrees to abide by the City's rules governing gifts to public officials and employees.

13.5 Remedies. Any violation of Section 13 constitutes a material breach and may result in City suspending payments, requiring reimbursements or terminating this Agreement. City reserves all other rights and remedies available under the law and this Agreement, including the right to seek indemnification under Section 11 of this Agreement.

14. PROJECT COORDINATION

City Project Manager. The City assigns Alex Acenas as the City's representative for all purposes under this Agreement, with authority to oversee the progress and performance of the Scope of Services. City reserves the right to substitute another Project manager at any time, and without prior notice to Contractor.

Contractor Project Manager. Subject to City approval, Contractor assigns Jodi Starbird as its single Representative for all purposes under this Agreement, with authority to oversee the progress and performance of the Services. Contractor's Project manager is responsible for coordinating and scheduling the Services in accordance with City instructions, service orders and the Schedule of Performance. Contractor must regularly update the City's project manager about the status, progress and any delays with the work. City's written approval is required prior to Contractor substituting a new Representative which shall result in no additional costs to City.

15. ABANDONMENT OF PROJECT

City may abandon or postpone the Project or parts thereof at any time. Contractor will be compensated for satisfactory Services performed through the date of abandonment, and will be given reasonable time

to assemble the work and close out the Services. With City's pre-approval in writing, the time spent in closing out the Services will be compensated up to a maximum of ten percent (10%) of the total time expended to date in the performance of the Services.

16. TERMINATION

City may terminate this Agreement for cause or without cause at any time. Contractor will be paid for satisfactory Services rendered through the date of termination, but final payment will not be made until Contractor closes out the Services and delivers the Work Product.

17. GOVERNING LAW, VENUE, AND DISPUTE RESOLUTION

This Agreement is governed by the laws of the State of California. Any lawsuits filed related to this Agreement must be filed with the Superior Court for the County of Santa Clara, State of California. Contractor must comply with the claims filing requirements under the Government Code prior to filing a civil action in court. If a dispute arises, Contractor must continue to provide the Services pending resolution of the dispute. If the Parties elect arbitration, the arbitrator's award must be supported by law and substantial evidence and include detailed written findings of law and fact.

18. ATTORNEY FEES

If City initiates legal action, files a complaint or cross-complaint, or pursues arbitration, appeal, or other proceedings to enforce its rights or a judgment in connection with this Agreement, the prevailing party will be entitled to reasonable attorney fees and costs.

19. THIRD PARTY BENEFICIARIES

There are no intended third party beneficiaries of this Agreement.

20. WAIVER

Neither acceptance of the Services nor payment thereof shall constitute a waiver of any contract provision. City's waiver of a breach shall not constitute waiver of another provision or breach.

21. ENTIRE AGREEMENT

This Agreement represents the full and complete understanding of every kind or nature between the Parties, and supersedes any other agreement(s) and understanding(s), either oral or written, between the Parties. Any modification of this Agreement will be effective only if in writing and signed by each Party's authorized representative. No verbal agreement or implied covenant will be valid to amend or abridge this Agreement. If there is any inconsistency between any term, clause, or provision of the main Agreement and any term, clause, or provision of the attachments or exhibits thereto, the terms of the main Agreement shall prevail and be controlling.

22. INSERTED PROVISIONS

Each provision and clause required by law for this Agreement is deemed to be included and will be inferred herein. Either party may request an amendment to cure mistaken insertions or omissions of required provisions. The Parties will collaborate to implement this Section, as appropriate.

23. **HEADINGS**

The headings in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit, or amplify the terms or provisions of this Agreement.

24. **SEVERABILITY/PARTIAL INVALIDITY**

If any term or provision of this Agreement, or their application to a particular situation, is found by the court to be void, invalid, illegal or unenforceable, such term or provision shall remain in force and effect to the extent allowed by such ruling. All other terms and provisions of this Agreement or their application to specific situations shall remain in full force and effect. The Parties agree to work in good faith to amend this Agreement to carry out its intent.

25. **SURVIVAL**

All provisions which by their nature must continue after the Agreement expires or is terminated, including the Indemnification, Ownership of Materials/Work Product, Records, Governing Law and Attorney Fees, shall survive the Agreement and remain in full force and effect.

26. **NOTICES**

All notices, requests and approvals must be sent in writing to the persons below, which will be considered effective on the date of personal delivery or the date confirmed by a reputable overnight delivery service, on the fifth calendar day after deposit in the United States Mail, postage prepaid, registered or certified, or the next business day following electronic submission:

To City of Cupertino 10300 Torre Ave., Cupertino CA 95014 Attention: Alex Acenas Email: AlexA@cupertino.org	To Contractor: Starbird Consulting LLC _____ 115 S. 14th St.; San Jose, CA 95112 Attention: Jodi Starbird Email: jodi@jodistarbird.com
---	--

27. **VALIDITY OF CONTRACT**

This Agreement is valid and enforceable only if (a) it complies with the purchasing and contract provisions of Cupertino Municipal Code Chapters 3.22 and 3.23, as amended from time to time, (b) is signed by the City Manager or an authorized designee, and (c) is approved for form by the City Attorney's Office.

28. **EXECUTION**

The person executing this Agreement on behalf of Contractor represents and warrants that Contractor has full right, power, and authority to enter into and carry out all actions contemplated by this Agreement and that he or she is authorized to execute this Agreement, which constitutes a legally binding obligation of Contractor. This Agreement may be executed in counterparts, each one of which is deemed an original and all of which, taken together, constitute a single binding instrument.

Program

Starbird Consulting, LLC

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed.

CITY OF CUPERTINO

A Municipal Corporation

By _____

Name _____

Title _____

Date _____

CONTRACTOR

Starbird Consulting LLC

By _____

Name Jodi Starbird

Title Principal Consultant

Date _____

Tax I.D. No.:

APPROVED AS TO FORM:

HEATHER M. MINNER

Cupertino City Attorney

ATTEST:

KIRSTEN SQUARCIA

City Clerk

Date: _____

EXHIBIT A SCOPE OF SERVICES

CONSULTANT shall provide to the CITY's Department of Public Works environmental consulting services for various CITY projects.

CONSULTANT'S services shall be provided as requested by the Director on an as-needed basis, and only upon written request, as set forth in a specific project service order. CONSULTANT shall provide general assistance on issues pertaining to City projects and shall prepare other environmental consultant services for Public Works as determined by the Director.

SECTION 1. GENERAL PROVISIONS

- A. CONSULTANT shall perform all services to the satisfaction of the CITY'S Director of Public Works.
- B. All of the services furnished by CONSULTANT under this AGREEMENT shall be of the currently prevailing professional standards and quality which prevail among environmental consultant professionals of similar knowledge and skill engaged in related work throughout California under the same or similar circumstances. All documentation prepared by CONSULTANT shall provide for a completed project that conforms to all applicable codes, rules, regulations and guidelines which are in effect at the time such documentation is prepared.
- C. All work performed under this AGREEMENT shall be authorized by a specific Service Order. Each Service Order given by CITY shall detail the nature of the specific services to be performed by CONSULTANT, the time limit within which such services must be completed and the compensation for such services. Such details shall include a description of the project for which CONSULTANT shall perform the services, the geographic limits of the project, the type and scope of services to be performed, the format and schedule for deliverables, the schedule of performance, and the schedule of compensation. CONSULTANT shall not perform any services unless authorized by a fully executed Service Order. Any unauthorized services performed by CONSULTANT shall be at no cost to the CITY.
- D. CONSULTANT shall manage its SUBCONSULTANTS, and administer the PROJECT. SUBCONSULTANTS will be identified on each Service Order and provide all required insurance as specified in this master agreement.
- E. CONSULTANT shall begin work under the service order only after receipt of the service order bearing the approval signature of the Director or the Director's designee and the signature of the City Attorney approving the service order as to form. Each authorized Service Order issued under this AGREEMENT by CITY shall be incorporated into the terms and conditions of this AGREEMENT.

- F. CITY will assign a Project Manager to facilitate each Service Order authorized under this AGREEMENT. CONSULTANT shall coordinate with the designated Project Manager on the performance of each Service Order.
- G. CONSULTANT shall be responsible for the coordination with CITY and federal, state and local agencies that are necessary for all services authorized under this AGREEMENT.

SECTION 2. BASIC SERVICES.

- A. CONSULTANT shall provide environmental consulting services for various City projects, as more particularly described in the authorized service order. The authorized service order may include any of the specific environmental tasks set forth below in Section 3. The authorized service order may also include any other environmental services described and agreed to be performed by the CONSULTANT, including, but not limited to, the following:
 - 1. Input regarding environmental/land use compatibility issues during the initial evaluation of potential sites for the various CITY projects; and
 - 2. Preparation of the appropriate project-level analysis and documents for each improvement as necessary to comply with the CITY's environmental requirements, the requirements of the California Environmental Quality Act and its implementing regulations and guidelines, and/or the requirements of the National Environmental Policy Act and its implementing guidelines.
- B. In addition to any specific services (described below in Section 3) that the CONSULTANT must provide as part of each authorized service order, the CONSULTANT shall perform any other general environmental services specified in the authorized service order. The following shall apply to such general services.
 - 1. CONSULTANT shall be responsible for providing thorough environmental consulting services in compliance with all applicable federal, state, and local regulations. All environmental work shall be conducted in conformance with applicable California state law.
 - 2. CONSULTANT shall meet with the Project Manager at the CITY offices to discuss the project details. CONSULTANT shall be made aware of the project description, location, schedule of deliverables, and requirements. CONSULTANT and CITY shall agree on the terms of the Service Order including the specific tasks to be performed, the schedule for deliverables, and compensation.
 - 3. After approval of Service Order and upon receipt of an authorized Service Order, CONSULTANT shall visit project site to note existing conditions, collect data, locate utilities, and familiarize himself with the surrounding area. CONSULTANT

shall make note of any issues that may need to be addressed in fulfilling the service request.

4. CONSULTANT shall cooperate and communicate with CITY staff, project design firms, utility and regulatory agencies, and others who are involved with the CITY project, on an as-needed basis, to perform a comprehensive service. CONSULTANT shall perform their work in their offices.
5. CONSULTANT shall perform service in accordance with the specific requirements and tasks stated in Service Order.
6. CONSULTANT shall make allowance for up to four meetings at CITY offices during the execution of the Service Order to discuss any issues that may need further evaluation or clarification. These meetings shall be in addition to the initial meeting at CITY offices to discuss project Service Order and the required on-site visit to the project location.
7. Project Record - CONSULTANT shall develop and maintain a detailed record of the chronology of the project tasks and milestones completed that are decisive, conclusive or relevant to the outcome of each Project. CONSULTANT shall submit a copy of the Project Record to the Project Manager prior to final payment for services performed on the Project. The Record shall be submitted in both paper and electronic format.
8. Project Documents - Aside from deliverables specified in the Service Order, and before the conclusion of the Project and final payment for services performed on the Project, CONSULTANT shall submit to the Project Manager a copy of all project documents that are decisive, conclusive or relevant to the outcome of the Project. Such documents may include, without limitation, electronic files of all drawings and specifications, reports and studies, calculations, utility applications and permits, records of meetings, and communication documents. Documents shall be submitted in both paper and electronic format, as available.

SECTION 3. SPECIFIC ENVIRONMENTAL SERVICES.

- A. In addition to any other environmental services contained in the authorized Service Order, the Service Order may incorporate any of the services set forth below in this Section 3 by simply identifying the particular Task, in which case the Task is considered to have been incorporated into the authorized Service Order and CONSULTANT shall perform the Task as set forth herein.

- B. Tasks: Listed below are the Tasks which may be included in the Service Order.
1. CEQA Initial Studies/Mitigated Negative Declarations and Addendums
 2. CEQA Mitigation Monitoring or Reporting Programs
 3. CEQA Notices of Intent
 4. CEQA Notices of Completion
 5. CEQA Notices of Determination
 6. CEQA Categorical Exemptions
 7. NEPA Categorical Exclusions
 8. Caltrans Local Assistance Consulting and Preparing/Contracting for Technical Memos:
 - a. Preliminary Environmental Study (PES)
 - b. Equipment Staging
 - c. Traffic/Detour Information
 - d. Air Quality Memo (Review by MTC)
 - e. Tree Removal/Migratory Bird Treaty Act
 - f. Water Quality
 - g. Natural Environment Study (NES)
 - h. Archaeological Survey Report (ASR)
 - i. Historic Properties Survey Report (HPSR)
 - j. Historic Resources Evaluation Report (HRER)
 - k. Location Hydraulic Study (LHS)
 - l. Summary of Floodplain Encroachment Report
 - m. Programmatic Section 4(f) Evaluation
 9. Biological Surveys
 10. Geotechnical Surveys
 11. Biological Monitoring
 12. Tree Surveys
 13. USACE, California Department of Fish and Wildlife, Santa Clara Valley Water District, and Regional Water Quality Control Board Permits

END OF EXHIBIT

COMPENSATION

CITY shall compensate CONSULTANT according to the hourly rate(s) stated in this Exhibit which shall remain in effect for the Master Agreement schedule of performance unless changed by written amendment to the Master Agreement.

Each authorized Service Order under this Master Agreement shall identify the method of compensation consistent with the scope of services provided by CONSULTANT. In any case, CONSULTANT's total payment for each authorized Service Order shall not exceed the maximum compensation identified in that Service Order, unless authorized by a written amendment executed by CITY and CONSULTANT, and the total compensation for all authorized Service Orders shall not exceed the maximum compensation stated in Article 4, Consultant Compensation, of the Master Agreement.

Work exceeding the total authorized amount for a Service Order or the total compensation for the Master Agreement shall be at no cost to CITY.

Consultant Hourly Rate(s)

CONSULTANT shall be compensated according to the following hourly rate(s) for all work performed under authorized Service Orders:

PRINCIPAL	\$ 225.00
-----------	-----------

Reimbursable Expenses

Reimbursable expenses represent the acquisition cost of items, other than direct labor, specifically required to perform the scope of services and beyond normal business operating expenses which are included in the direct labor rate. Such expenses include, but are not limited to:

- Individual or multiple document reproductions that exceed 50 pages;
- Drawing or bid set reproductions;
- Software required by City other than Microsoft Word, Excel, PowerPoint, and Project; Adobe Acrobat; and a photo editor program.
- Travel expenses to the extent allowed by City policy;
- Sub-consultants required by project scope of services;
- Safety equipment required by City policy or the project scope of services;
- Mass mailing notifications;
- Expenses for public meetings, such as refreshments, interpreters, security, valet parking, facility rental, tents or booths, easels, markers, paper, presentation equipment.

CITY shall compensate CONSULTANT for such reimbursable expenses **only** with prior written authorization by CITY representative designated in Article 14, Project Coordination, of the Master

Agreement. All compensation, including reimbursable expenses, shall not exceed the maximum compensation for the Service Order.

CITY shall compensate CONSULTANT for reimbursable expenses for the documented actual cost only, allowing for no surcharge for Consultant administration. Reimbursable expenses shall be separately identified on CONSULTANT's invoice.

Method of Payment

CONSULTANT shall submit an invoice to CITY by the 5th business day of each month that clearly identifies the work performed in the previous month and authorized reimbursable expenses. All invoices from CONSULTANT shall be sent via email to CITY representative designated in Article 14, Project Coordination, of the Master Agreement.

The invoice shall identify the applicable period of work, a description of the work performed consistent with the Service Order scope of services, the number of hours, hourly rate, reimbursable expenses, Service Order maximum compensation, Service Order compensation to date including invoice number, total invoice amount for current invoice, Service Order maximum compensation balance remaining.

All payments to CONSULTANT will be addressed to:

Starbird Consulting, LLC
Attn: Jodi Starbird
115 S. 14th Street
San Jose, CA 95112
E-mail: jodi@jodistarbird.com

END OF EXHIBIT

Exhibit A-A – SHELTER IN PLACE AND SOCIAL DISTANCING REQUIREMENTS

A. Health Laws Acknowledged. It is acknowledged that Consultant's/Contractor's ("Contractor") duty to comply with Laws, as defined in Section 13 of the Contract/Agreement ("Contract"), includes immediate compliance by Contractor and its subcontractors with the restrictions on travel and the Social Distancing Requirements set forth in the most recent health order issued by the County of Santa Clara Health Department in response to the COVID-19 pandemic, and any subsequent amendments or superseding orders thereto (the "Health Order"), and any other local, state, or federal laws that have been or may be enacted in response to the COVID-19 pandemic (collectively, "Health Laws").

B. Health Order Compliance. Contractor shall comply with any restrictions on travel and social distancing requirements in the Health Order when performing work under this Contract. If a scope of work item, notice to proceed, or work order under this Contract specifies work that cannot be performed in compliance with the Health Order or other Health Laws, Contractor shall refrain from conducting the work and immediately inform the City.

C. Individuals at High Risk of Severe Illness. Nothing in this Contract shall be interpreted to require any person at high risk of severe illness from COVID-19 to leave their residence to perform work under the Contract. Contractor will inform the City if other arrangements for the work must be made, and City will do so, with no penalty to Contractor, although Contractor will not be compensated for work performed by the City or third parties. Information from the Center for Disease Control ("CDC") on "high risk" categories is available at the CDC's website at: <https://www.cdc.gov/coronavirus/2019-ncov/specific-groups/people-at-higher-risk.html>.

D. Health Order Requirements and Best Practices. Contractor will immediately undertake all appropriate measures to ensure compliance with the Social Distancing Requirements in the Health Order by all individuals performing work under this Contract, including Contractor's or any subcontractor's workers, employees, representatives, vendors, or suppliers (collectively, "workers"), and shall maintain these measures for as long as required by the Health Order or other Health Laws. As long as required by the operative Health Order or other Health Laws, these measures shall include, but are not limited to, the following:

1. Meetings/Site Access. Use electronic alternatives to in person meetings, e.g., conference calls, video-conferencing, etc., to the greatest extent possible. Limit access to any project site or any work area to workers who are necessary to perform in-person work. Require non-essential personnel to work from home to the extent possible. Avoid all non-essential travel.

2. Distancing. Where workers perform in-person work at a project site or a work area, prohibit workers from being less than six feet apart, unless and only to the extent that would compromise worker safety or violate safety Laws for specific operations. Prohibit handshaking or any physical contact among workers, with the sole and limited exception

of any physical contact required for worker safety or to comply with safety Laws.
Prohibit workers from sharing a vehicle.

E. Changed Requirements. It is understood and acknowledged that circumstances pertaining to the COVID-19 pandemic are evolving rapidly and that new local, state, or federal requirements may modify the requirements under this Exhibit. Contractor agrees to work cooperatively with the City to implement new or changed requirements as quickly as possible.

F. Subcontracts. Contractor shall include the terms of this Exhibit in all subcontracts and require any agents, subcontractors, or subconsultants to comply with its provisions.

1229192.7

EXHIBIT B

SERVICE ORDER PROCESS

CONSULTANT shall provide services under this Master Agreement on an “as needed” basis and only (1) upon written request from the CITY’s Director of Public Works or authorized Agent as defined in Article 14 of the Master Agreement, Project Coordination, and (2) as defined in a fully executed Service Order.

SECTION 1 – SERVICE ORDER INITIATION

- A. The CITY’s Public Works Director or his designee shall provide written request for CONSULTANT services as defined in this agreement. After which, CONSULTANT shall provide to CITY a written proposal including specific scope of services, performance schedule and compensation. Scope of Services will reference Tasks from Exhibit A where possible.
- B. CITY and CONSULTANT shall discuss the proposal in detail and agree upon the terms of the Service Order.
- C. CITY shall prepare a Project Service Order and Attachment A. The Service Order shall, at a minimum, include (1) specific scope of services, deliverables, schedule of performance, and compensation. An exemplar of the Service Order form follows this Exhibit.

SECTION 2- SERVICE ORDER EXECUTION

- D. Both parties shall execute the Service Order as evidenced by the signatures of the authorized representatives defined in Article 14 of the Master Agreement, Project Coordination, and the date signed.
- E. CONSULTANT shall begin work on the scope of services only after receipt of a fully executed authorized Service Order defining those services. CONSULTANT understands and agrees that work performed before the date of the authorized Service Order or outside the scope of services once a Service Order is signed and authorized shall be at no cost to the City.
- F. The maximum compensation authorized by a single Service Order and/or the aggregate of Service Orders shall not exceed the maximum compensation set forth in Article 4 of the Master Agreement.

CITY OF CUPERTINO
MASTER AGREEMENT CONSULTANT SERVICES
SERVICE ORDER NO. Choose

Master Agreement Contract #: 2020-# **MA Date:** 09/30/2020

Maximum Compensation: 400,000.00 **MA End Date:** 09/30/2023

Consultant: **Firm Name:** Starbird Consulting LLC
Address: 115 S. 14th St, San Jose CA 95112
Contact: Jodi Starbird **Ph:**

Project Name:

☐ Description: (simple project description if appropriate)

☒ Attachment A: Includes Description of Project, Scope of Service, Schedule of Performance and Compensation

City Project Management

Managing Department: Public Works **Project Manager:**

Fiscal/Budget :

Master Agreement Maximum Compensation: \$ 400,000.00

Total Previously Encumbered to Date:

Encumbrance this Service Order:

Master Agreement Unencumbered Balance:

SO Acc't #: **PO #:**

Project #: **Date:**

Approvals Signatures:

Consultant/ Contractor **Date:**

Manager/ Supervisor: **Date:**

Appropriation Certification: I hereby certify that an unexpended appropriation is available in the above fund for the above contract as estimated and that fund are available as of this date of signature

City Finance: **Date:**
Management Analyst

EXHIBIT C
Insurance Requirements
Professional/Specialized Services Agreement

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance and results of the Services hereunder by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. ***Commercial General Liability*** (CGL): Insurance Services Office ("ISO") Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, contractual liability, property damage, bodily injury, and personal and advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this Project (ISO CG 25 03 or 25 04) or it shall be twice the required occurrence limit.
 - a. It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be made available to the Additional Insured and shall be (1) the minimum coverage/limits specified in this agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy, whichever is greater.
 - b. Additional Insured coverage under Contractor's policy shall be "primary and non-contributory," will not seek contribution from City's insurance/self-insurance, and shall be at least as broad as ISO CG 20 01 04 13
 - c. The limits of insurance required may be satisfied by a combination of primary and umbrella or excess insurance, provided each policy complies with the requirements set forth in this Contract. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect City as a named insured.
2. ***Automobile Liability***: ISO Form Number CA 00 01 covering any auto (Code 1), or, if Contractor has no owned autos, then hired autos (Code 8) and non-owned autos (Code 9), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
3. ***Workers' Compensation***: As required by the State of California, with Statutory Limits, and Employer's Liability Insurance of no less than **\$1,000,000** per occurrence for bodily injury or disease. *(Not required if Contractor provides written verification it has no employees).*
4. ***Professional Liability***. Insurance which includes coverage for professional acts, errors and omissions, with limits no less than **\$2,000,000** per occurrence or claim, \$2,000,000 aggregate *(if applicable)*.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and higher insurance limits maintained by Contractor.

OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City of Cupertino, its City Council, officers, officials, employees, agents, servants and volunteers are to be covered as additional insureds on the CGL and automobile liability policies with respect to liability arising out of the Services performed by or on behalf of Contractor including materials, parts, or equipment furnished. Endorsement of CGL coverage shall be at least as broad as ISO Form CG 20 10 11 85 or if not

available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used.

Primary Coverage

For any claims related to this Contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute to it.

Notice of Cancellation

Each insurance policy shall state that coverage shall not be canceled or allowed to expire, except with written notice to City 30 days in advance or 10 days in advance if due to non-payment of premiums.

Waiver of Subrogation

Contractor grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

City may approve self-insured retentions and require proof of Contractor's ability to pay losses and related investigations, claim administration and defense expenses within the retention. The policy shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

Acceptability of Insurers

Insurers must be acceptable to City and licensed to do business in California, and each insurer must have an A.M. Best's financial strength rating of "A" or better and a financial size rating of "VII" or better.

Claims Made Policies (applicable only to professional liability)

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the Effective Date of the Contract.
2. Insurance must be maintained for at least five (5) years after completion of the Services.
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 Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the Services.

Verification of Coverage

Contractor shall furnish the City with acceptable original certificates and mandatory endorsements (or copies of the policies effecting the coverage required by this Contract), and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City prior to commencing the Services. City retains the right to demand verification of compliance at any time during the Contract.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

Insurance coverage shall not limit Contractor's duties to indemnify, defend and hold City harmless. City reserves the right to modify these requirements based on the nature of the risk, prior experience, insurer, coverage or other special circumstances.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/08/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BIBERK P.O.Box 11324 Stamford, CT 06911	CONTACT NAME: PHONE (A/C, No. Ext): 844-472-0967 FAX (A/C, No): 203-654-3613 E-MAIL ADDRESS: SalesSupport@biBERK.com	
	INSURER(S) AFFORDING COVERAGE INSURER A: Berkshire Hathaway Direct Insurance Company NAIC # 10391 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED Starbird Consulting LLC 115 S 14th St San Jose, CA 95112-2129		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

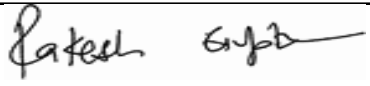
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			N9BP124938	07/16/2020	07/16/2021	EACH OCCURRENCE	\$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ Included
							GENERAL AGGREGATE	\$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$ 4,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							\$
	<input checked="" type="checkbox"/> OTHER:							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE	\$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y / <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
	Professional Liability (Errors & Omissions): Claims-Made						Per Occurrence/Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

The City of Cupertino, its City Council, officers, official 10300 Torre Avenue Cupertino, CA 95014	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

© 1988-2015 ACORD CORPORATION. All rights reserved.



Lozon Ins Agency
1341 Lincoln Ave.
San Jose CA 95125

Information as of September 1, 2020
Policyholder(s) Page 1 of 2
Sterling Starbird, Jodi Starbird

Policy number
934 927 398

Your Allstate agency is
Lozon Ins Agency
(408) 292-0555
johnlozon@allstate.com



STERLING A STARBIRD
& JODI L STARBIRD
115 S 14TH ST
SAN JOSE CA 95112-2129

Dear Customer:

Thank you for choosing Allstate Northbrook Indemnity Company. We're glad to have you with us.

Regarding Your Policy Premium

We're writing to let you know that we have decreased the premium for your policy, and we're issuing you a premium refund. We're making these changes because a system error caused your current total premium to be higher than it should have been for the current period.

Please accept our apologies. To address this issue, we have lowered your premium amount and enclosed an Amended Policy Declarations that reflects this change. Regarding your refund, we will apply it to your policy in one of the following ways:

- **If you already paid your premium in full**, we will soon send you a refund check for the amount of the overcharge in a separate mailing.
- **If you already paid the minimum amount due on your current bill**, your next bill will reflect a premium credit for the amount of the overcharge.
- **If you have not yet made a premium payment on your current bill**, please pay at least the minimum amount due by the due date shown. Your next bill will reflect a premium credit for the amount of the overcharge.

If you have any questions about your refund or the information in this letter, please feel free to contact your Allstate Agent or representative.

We Appreciate Your Business

(continued)



Policy number: **934 927 398**
Policy effective date: October 1, 2020

Page **2** of 2

Thank you again for choosing Allstate. We are committed to providing you with the quality insurance protection you need now and in the future.

Sincerely,

Customer Service Department

SJCW

X21010 074
200901A310463
1000000A310463X2ICA00020090106485400262300100301500600

Amended auto policy declarations

Your policy effective date is October 1, 2020



Page 1 of 4

Total Amount Due for the Policy Period

Please review your insured vehicles and verify their VINs are correct.

Vehicles covered	Identification Number (VIN)	Premium
2018 BMW X1	WBXHT3C31J5F92004	\$548.84
2018 Audi A6 Quattro	WAUG8AFC9JN037063	617.90
California Fraud Assessment Fee		1.76
Total*		\$1,168.50

*** Your bill will be mailed separately. Before making a payment, please refer to your latest bill, which includes payment options and installment fee information. If you do not pay in full, you will be charged an installment fee(s).**

See the **Important payment and coverage information** section for details about installment fees.

Discounts (included in your total premium)

Anti-theft	\$4.52	Good Driver (20%)	\$273.96
Multiple Policy	\$56.14	Distinguished Driver	\$233.46

Total discounts \$568.08

Discounts per vehicle

2018 BMW X1 \$246.05

Anti-theft	\$1.74	Good Driver (20%)	\$119.49
Multiple Policy	\$24.38	Distinguished Driver	\$100.44

2018 Audi A6 Quattro \$322.03

Anti-theft	\$2.78	Good Driver (20%)	\$154.47
Multiple Policy	\$31.76	Distinguished Driver	\$133.02

Listed drivers on your policy

Sterling Starbird
Jodi Starbird

Excluded drivers from your policy

None

Information as of September 1, 2020

Summary

Named Insured(s)
Sterling Starbird, Jodi Starbird

Mailing address
115 So Fourteenth St
San Jose CA 95112-2129

Policy number
934 927 398

Your policy provided by
Allstate Northbrook Indemnity Company

Policy period
Beginning **October 1, 2020** through **April 1, 2021** at 12:01 a.m. standard time

Your policy change is effective
October 1, 2020

Your Allstate agency is
Lozon Ins Agency
1341 Lincoln Ave.
San Jose CA 95125
(408) 292-0555
johnlozon@allstate.com

Some or all of the information on your Policy Declarations is used in the rating of your policy or it could affect your eligibility for certain coverages. Please notify us immediately if you believe that any information on your Policy Declarations is incorrect. We will make corrections once you have notified us, and any resulting rate adjustments, will be made only for the current policy period or for future policy periods. Please also notify us immediately if you believe any coverages are not listed or are inaccurately listed.



Policy number: **934 927 398**
 Policy effective date: October 1, 2020

Coverage detail for 2018 BMW X1

Coverage	Limits	Deductible	Premium
Automobile Liability Insurance		Not applicable	\$251.63
▪ Bodily Injury	\$500,000 each person \$500,000 each occurrence		
▪ Property Damage	\$500,000 each occurrence		
Auto Collision Insurance	Actual cash value	\$2,000	\$202.54
Waiver of deductible applies			
Auto Comprehensive Insurance	Actual cash value	\$1,000	\$32.91
Rental Reimbursement	Not purchased*		
Towing and Labor Costs	Not purchased*		
Uninsured Motorists Insurance for Bodily Injury	\$500,000 each person \$500,000 each accident	Not applicable	\$48.87
Automobile Medical Payments	\$5,000 each person	Not applicable	\$12.89
Coordinated Medical Protection	Not purchased*		
Sound System	Not purchased*		
Tape	Not purchased*		
Total premium for 2018 BMW X1			\$548.84

* This coverage can provide you with valuable protection. To help you stay current with your insurance needs, contact your Allstate agent to discuss coverage options and other products and services that can help protect you.

VIN WBXHT3C31J5F92004

Rating information

Your premium is determined based on certain information, including the following:

- This vehicle is driven for pleasure, married person licensed 43 years.

Allstate uses mileage information as one factor to help determine your premium amount.

Important Note: The annual mileage figure applicable to this vehicle for the expiring policy period was: 9,000 - 9,499. The annual mileage figure applicable to this vehicle for the current policy period is: 4,000 - 4,499.

The following odometer information was used to determine your annual mileage for current policy period:

Odometer Reading: 7,910
Date : 12/14/2018

Odometer Reading: 12,296
Date : 12/12/2019

If any of the information shown above is incorrect, missing or changes in the future, please contact your Allstate representative. Please keep in mind that a change in any of the information may result in an adjustment to your premium.

Coverage detail for 2018 Audi A6 Quattro

Coverage	Limits	Deductible	Premium
Automobile Liability Insurance		Not applicable	\$195.54
▪ Bodily Injury	\$500,000 each person \$500,000 each occurrence		
▪ Property Damage	\$500,000 each occurrence		
Auto Collision Insurance	Actual cash value	\$2,000	\$298.11
Waiver of deductible applies			
Auto Comprehensive Insurance	Actual cash value	\$1,000	\$52.92
Rental Reimbursement	Not purchased*		
Towing and Labor Costs	Not purchased*		
Uninsured Motorists Insurance for Bodily Injury	\$500,000 each person \$500,000 each accident	Not applicable	\$56.86
Automobile Medical Payments	\$5,000 each person	Not applicable	\$14.47
Coordinated Medical Protection	Not purchased*		
Sound System	Not purchased*		
Tape	Not purchased*		
Total premium for 2018 Audi A6 Quattro			\$617.90

* This coverage can provide you with valuable protection. To help you stay current with your insurance needs, contact your Allstate agent to discuss coverage options and other products and services that can help protect you.

VIN WAUG8AFC9JN037063

Rating information

Your premium is determined based on certain information, including the following:

- This vehicle is driven 3-9 miles to work/school, married person licensed 43 years.

Allstate uses mileage information as one factor to help determine your premium amount.

Important Note: The annual mileage figure applicable to this vehicle for the expiring policy period was: 7,000 - 7,499. The annual mileage figure applicable to this vehicle for the current policy period is: 8,500 - 8,999.

The following odometer information was used to determine your annual mileage for current policy period:

Odometer Reading: 13,654
Date : 12/26/2018

Odometer Reading: 21,948
Date : 12/12/2019

If any of the information shown above is incorrect, missing or changes in the future, please contact your Allstate representative. Please keep in mind that a change in any of the information may result in an adjustment to your premium.



Additional coverages

Automobile Death Indemnity Insurance	Not purchased*
Automobile Disability Income Protection	Not purchased*
Identity Theft Expenses	Not purchased*

*** This coverage can provide you with valuable protection. To help you stay current with your insurance needs, contact your Allstate agent to discuss coverage options and other products and services that can help protect you.**

Your policy documents

Your automobile policy consists of this Policy Declarations and the documents in the following list. Please keep these together.

- Allstate Automobile Policy – AU104-3
- California Amendatory Endorsement – AU14629-3
- Amendment of Policy Provisions – AU14626-1

Important payment and coverage information

Here is some additional, helpful information related to your coverage and paying your bill:

► Your rate is lower because you are insuring multiple cars.

► Your bill will be sent to you in a separate mailing and will list any payment option(s) available to you. If you are eligible to pay your premium in installments, your first bill will reflect your available payment options, including the option to pay in full or to pay in monthly installments. Please note that any amounts payable for the first renewal bill will not include an installment fee (unless you have an unpaid balance from a previous policy period, in which case the Minimum Amount Due will include an installment fee, or unless you are participating in the Allstate Easy Pay Plan). The following applies to installment payments made after your first renewal bill.

If you decide to pay your premium in installments, there will be a \$3.50 installment fee charge for each payment due. If you make 6 installment payments during the policy period, and do not change your payment plan method, then the total amount of installment fees during the policy period will be \$21.00.

If you are on the Allstate® Easy Pay Plan, there will be a \$1.00 installment fee charge for each payment due. If you make 6 installment payments during the policy period, and remain on the Allstate® Easy Pay Plan, then the total amount of installment fees during the policy period will be \$6.00.

If you change payment plan methods or make additional payments, your installment fee charge for each payment due and the total amount of installment fees during the policy period may change or even increase.

Please note that the Allstate® Easy Pay Plan allows you to have your insurance payments automatically deducted from your checking or savings account.

Allstate Northbrook Indemnity Company's Secretary and President have signed this policy with legal authority at Northbrook, Illinois.



Phil Telgenhoff
President



Susan L. Lees
Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/08/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

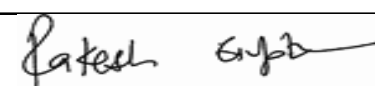
PRODUCER BIBERK P.O.Box 11324 Stamford, CT 06911	CONTACT NAME: PHONE (A/C, No. Ext): 844-472-0967 FAX (A/C, No): 203-654-3613 E-MAIL ADDRESS: SalesSupport@biBERK.com INSURER(S) AFFORDING COVERAGE INSURER A: Berkshire Hathaway Direct Insurance Company NAIC # 10391
INSURED Starbird Consulting LLC 115 S 14th St San Jose, CA 95112	INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability (Errors & Omissions): Claims-Made			N9PL125672	07/17/2020	07/17/2021	Per Occurrence/Aggregate \$2,000,000/\$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER The City of Cupertino, its City Council, officers, officia 10300 Torre Avenue Cupertino, CA 95014	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

© 1988-2015 ACORD CORPORATION. All rights reserved.