

**CONSULTANT SERVICES AGREEMENT BETWEEN CITY OF SUNNYVALE AND  
HYDROSCIENCE ENGINEERS, INC. FOR PROFESSIONAL SERVICES  
FOR THE WATER POLLUTION CONTROL PLANT OXIDATION POND LEVEE  
REHABILITATION**

THIS AGREEMENT, dated \_\_\_\_\_, is by and between the CITY OF SUNNYVALE ("CITY"), a California chartered municipal corporation, and HYDROSCIENCE ENGINEERS, INC. ("CONSULTANT"), a stock corporation.

WHEREAS, CITY advertised a Request for Proposals (RFP) F25-058 on September 18, 2024, for Professional Services for the Water Pollution Control Plant Oxidation Pond Levee Rehabilitation Project; and

WHEREAS, CONSULTANT submitted a proposal on October 22, 2024; and

WHEREAS, CITY accepted CONSULTANT's proposal submitted on December 19, 2024; and

WHEREAS, CITY desires to secure professional services necessary for investigation, analysis, design, preparation of construction drawings and contract specifications, consultation, support services during construction and other services for a project known as Water Pollution Control Plant Oxidation Pond Levee Rehabilitation Project; and

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

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

1. Services by CONSULTANT

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

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

2. Notice to Proceed/Completion of Services

A. CONSULTANT shall commence services upon receipt of a Notice to Proceed

from CITY. Notice shall be deemed to have occurred three (3) calendar days after deposit in the regular course of the United States mail.

- B. When CITY determines that CONSULTANT has satisfactorily completed the services defined in Exhibit "A," (Scope of Work), CITY shall give CONSULTANT written Notice of Final Acceptance, and CONSULTANT shall not incur any further costs hereunder. CONSULTANT may request this determination of completion when, in its opinion, it has satisfactorily completed the Scope of Work, and if so requested, CITY shall make this determination within fourteen (14) days of such request.

### 3. Schedule of Performance

The Project Schedule is set forth in the attached Exhibit "B." The schedule of performance shall be as requested by CITY to meet the timeframes described in Exhibit "B". The schedule of performance may be revised by the mutual agreement of CITY and CONSULTANT.

### 4. Payment of Fees and Expenses

Payments shall be made to CONSULTANT on a monthly basis based on work performed and at the applicable rates as set forth in the attached Exhibit "C" entitled "Compensation Schedule." All compensation will be based on monthly billings as provided in Exhibit "C." Compensation will not be due until said detailed billing is submitted to CITY within a reasonable time before payment is expected to allow for normal CITY processing. An estimate of the percent of total completion associated with the various categories of the services shall be furnished by CONSULTANT with said billing. When applicable, copies of pertinent financial records will be included with the submission of billing(s) for all direct reimbursables. Compensation shall not exceed the amounts set forth in Exhibit "C" for each phase. In no event shall the total amount of compensation payable under this Agreement exceed the sum of Two Hundred Forty Thousand Two Hundred Thirty-Nine Dollars and 00/100 (\$240,239.00) for the Base Services, and the sum for Optional Services shall not exceed the amount of One Hundred Twenty-Eight Thousand Seven Hundred Fifty-Five Dollars and 00/100 (\$128,755.00), without a duly executed amendment of this Agreement in accordance with Section 30 below. In no event shall the total amount of compensation payable under this Agreement exceed the sum of Three Hundred Sixty-Eight Thousand Nine Hundred Ninety-Four Dollars and 00/100 (\$368,994.00). All invoices, including detailed backup, shall be sent to City of Sunnyvale, attention Accounts Payable, P.O. Box 3707, Sunnyvale, CA 94088-3707.

CONSULTANT will be reimbursed as promptly as fiscal procedures will permit upon receipt by the CITY of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices should follow a similar format as shown below shall reference the

project title, WPCP Oxidation Pond Levee Rehabilitation. The final invoice must contain the final cost and all credits due CITY. The final invoice shall be submitted within 60 calendar days after completion of CONSULTANT's work.

| Task # | Task Description | Staff Name and Title | Hours Billed | Rate | Total Cost |
|--------|------------------|----------------------|--------------|------|------------|
|--------|------------------|----------------------|--------------|------|------------|

5. No Assignment of Agreement

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

6. Consultant is an Independent Contractor

CONSULTANT is not an agent or employee of CITY but is an independent contractor with full rights to manage its employees subject to the requirements of the law. All persons employed by CONSULTANT in connection with this Agreement will be employees of CONSULTANT and not employees of CITY in any respect. CONSULTANT is responsible for obtaining statutory Workers' Compensation coverage for its employees.

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

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

8. Standard of Workmanship

CONSULTANT represents and maintains that it and its subcontractors, if any, are skilled in the professional calling necessary to perform the services, duties and obligations, expressly and impliedly, contained herein, and CITY expressly relies upon CONSULTANT's representations regarding its skills and knowledge. CONSULTANT shall perform, and cause to be performed, such services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals

in the same discipline in the State of California.

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

9. Responsibility of CONSULTANT

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

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

10. Right of CITY to Inspect Records of CONSULTANT

CITY, through its authorized employees, representatives, or agents, shall have the right, at any and all reasonable times, to audit the books and records including, but not limited to, invoices, vouchers, canceled checks, timecards of CONSULTANT for the purpose of verifying any and all charges made by CONSULTANT in connection with this Agreement. CONSULTANT shall maintain for a minimum period of three (3) years from the date of final payment to CONSULTANT or for any longer period required by law, sufficient books and records in accordance with generally accepted accounting practices to establish the correctness of all charges submitted to CITY by CONSULTANT. Any expenses not so recorded shall be disallowed by CITY.

11. Confidentiality of Material

All ideas, memoranda, specifications, plans, calculations, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information

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

12. No Pledging of CITY's Credit

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

13. Ownership of Material

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

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

14. Hold Harmless/Indemnification

To the extent permitted by law (including, without limitation, California Civil Code Section 2782.8), CONSULTANT agrees to indemnify, defend and hold harmless CITY, its officers and employees from any and all claims, demands, actions, causes of action, losses, damages, liabilities, known or unknown, and all costs and expenses, including reasonable attorneys' fees in connection with any injury or damage to persons or property to the extent arising out of any negligence, recklessness or willful misconduct of CONSULTANT, its officers, employees, agents, contractors, subcontractors or any officer, agent or employee thereof in relation to CONSULTANT's performance under this Agreement. In no event shall the cost to defend charged to the design professional exceed the design professional's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the design

professional shall meet and confer with other parties regarding unpaid defense costs. Such defense and indemnification shall not apply in any instance of and to the extent caused by the sole negligence, or willful misconduct of CITY, its officers, employees, agents or representatives.

15. Insurance Requirements

The City requires that CONSULTANT maintain insurance requirements on the Pacific Insurance Network System (PINS). CONSULTANT shall take out and maintain during the life of this Agreement policies of insurance as specified in Exhibit "D" attached and incorporated by reference and shall provide all certificates and/or endorsements as specified in Exhibit "D" through PINS for approval by the City Risk Manager prior to CONSULTANT (or subcontractor) commencing any work under this Agreement.

16. No Third-Party Beneficiary

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

17. Notices

All notices required by this Agreement, other than invoices for payment which shall be sent directly to Accounts Payable, shall be in writing, and sent by first class with postage prepaid, or sent by commercial courier, to address below.

Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by email, to accomplish timely communication. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of three business days after mailing.

To CITY:

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

To CONSULTANT: HydroScience Engineers, Inc.  
Attn: Bill Slenter  
90 E. Taylor Street, Suite 200  
San Jose, CA 95112

18. Waiver

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

19. Integrated Agreement

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

20. Conflict of Interest

CONSULTANT shall avoid all conflicts of interest, or appearance of conflict, in performing the services and agrees to immediately notify CITY of any facts that may give rise to a conflict of interest. CONSULTANT is aware of the prohibition that no officer of CITY shall have any interest, direct or indirect, in this Agreement or in the proceeds thereof. During the term of this Agreement CONSULTANT shall not accept employment or an obligation which is inconsistent or incompatible with CONSULTANT'S obligations under this Agreement.

21. Governing Law, Jurisdiction and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its conflict of law principles. Proper venue for legal actions will be exclusively vested in a state court in the County of Santa Clara. The parties agree that subject matter and personal jurisdiction are proper in state court in the County of Santa Clara and waive all venue objections.

22. Records, Reports and Documentation

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

23. Termination of Agreement

- A. If CONSULTANT defaults in the performance of this Agreement, or materially breaches any of its provisions, CITY at its option may terminate this Agreement by giving written notice to CONSULTANT. In the event of such termination, CONSULTANT shall be compensated in proportion to the percentage of satisfactory services performed or materials furnished (in relation to the total which would have been performed or furnished) through the date of receipt of notification from CITY to terminate. CONSULTANT shall present CITY with any work product completed at that point in time.
- B. Without limitation to such rights or remedies as CITY shall otherwise have by law, CITY also shall have the right to terminate this Agreement for any reason upon ten (10) days' written notice to CONSULTANT. In the event of such termination, CONSULTANT shall be compensated in proportion to the percentage of services performed or materials furnished (in relation to the total which would have been performed or furnished) through the date of receipt of notification from CITY to terminate. CONSULTANT shall present CITY with any work product completed at that point in time.
- C. If CITY fails to pay CONSULTANT, CONSULTANT at its option may terminate this Agreement if the failure is not remedied by CITY within thirty (30) days after written notification of failure to pay.

24. Subcontracting

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

CONSULTANT shall be responsible for directing the work of any subcontractors and for any compensation due to subcontractors. CITY assumes no responsibility whatsoever concerning compensation of subcontractors. CONSULTANT shall be fully responsible to CITY for all acts and omissions of subcontractors. CONSULTANT shall change or add subcontractors only with the prior written approval of the Environmental Services Director or designee.

25. Fair Employment

CONSULTANT shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or veteran or military status, or any other protected characteristic in violation of federal or state law.



26. Changes

CITY or CONSULTANT may, from time to time, request changes in the terms and conditions of this Agreement. Such changes, which are mutually agreed upon by CITY and CONSULTANT, shall be incorporated in amendments to this Agreement in accordance with Section 30 below.

27. Other Agreements

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

28. Severability Clause.

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

29. Captions

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

30. Entire Agreement; Amendment

This writing constitutes the entire agreement between the parties relating to the services to be performed or materials to be furnished hereunder. No modification of this Agreement shall be effective unless and until such modification is evidenced in writing as an amendment to this Agreement signed by all parties. If the amendment is signed electronically, the digital signatures must comply with the requirements of California Government Code Section 16.5.

31. Miscellaneous

Time shall be of the essence in this Agreement. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision.

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF SUNNYVALE ("CITY")

HYDROSCIENCE ENGINEERS, INC.  
("CONSULTANT")

By \_\_\_\_\_  
City Manager

By \_\_\_\_\_

\_\_\_\_\_  
Name/Title

ATTEST:

By \_\_\_\_\_  
City Clerk

By \_\_\_\_\_

\_\_\_\_\_  
Name/Title

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

## **Exhibit A Detailed Scope of Work**

Consultant will perform all engineering and project management related work necessary to prepare plans and specifications suitable for Public Works bidding for the project known as Water Pollution Control Plant Oxidation Pond Levee Rehabilitation Project.

Consultant services shall include, but are not limited to: Project management, preliminary design, design development, bid documents, bidding support, and construction support services, as further detailed below:

### *A. Project Management*

Consultant will be the primary responsible party for managing the project's schedule and consultant contract budget. In addition, Consultant is expected to attend a monthly progress meeting and prepare action item logs for subsequent follow-up. Consultant is expected to maintain frequent and timely communication with City staff throughout the duration of the project.

All project schedules shall be prepared in Gantt chart format, utilizing Microsoft Project software. Three weeks for each City review shall be included. Schedule updates shall be provided at all progress meetings.

Consultant's own team shall have provisions for quality assurance/quality control over work product prepared for the City. A statement of peer review will be required for overall constructability, coordination, and reasonable reduction in errors and omissions.

The total project budget for both design and construction is \$3,500,000, including all contingencies. Consultant is expected to communicate often and early with respect to the schedule and budget.

E-Builder license and training: Consultant will be required to use e-Builder™ software and protocols included in that software during this project. Consultant shall coordinate with City staff for training materials and e-Builder introduction. City will provide Consultant one e-Builder software license for the duration of the project. e-Builder software shall be utilized for all project management documentation and correspondence. The use of project management communications herein described is in addition to and does not replace or change any contractual responsibilities of Consultant.

The following quantity and type of meetings are included in this scope of work:

- One in-person kickoff meeting at the WPCP
- Up to 6 project coordination meeting held in Microsoft Teams or equivalent

### *B. Evaluation of the Existing Conditions*

Consultant shall perform field visits, collect appropriate data for the analysis of the existing conditions, and summarize the findings and recommendations in a technical memorandum.

Consultant must perform an adequate field investigation of the existing Oxi Pond 1 Interior Eastern Levee and facilities to confirm existing conditions, identify deficiencies, and provide recommendations for any necessary rehabilitation of the existing levee segments

or facilities. Consultant's inspection and evaluation of the existing conditions shall include, but not be limited to:

- a. Levee Height
- b. Levee Width
- c. Slope stabilization
- d. Erosion Control
- e. Crossover Pipes (as visible from surface)

Coordination with the City will be required to access the levees. Additional information can be obtained from Section IV "Available Documents" and Section VII "Attachments" below.

City shall provide:

- Existing drawings, plans, and documents related to the levee segment to be reconstructed.
- Photos, reports, and logs from the 2022 interior levee repair project. Consultant will discuss outcomes and lessons learned on this project with City staff in an early progress meeting.
- Any records or recent measurements of sludge depth and quality in the vicinity of the work areas, if available.
- If available, original AutoCAD version of topographical survey included in the 2022 interior levee project. There may be an opportunity to reduce the surveying effort on this project depending on the availability and quality of the data obtained.
- Prior geotechnical data collected in and around the work area.
- BCDC comment letter, if one exists, for the 2022 interior levee project.

### C. *Design Development*

Consultant shall be the Engineer of Record and responsible for design and preparation of complete plans and technical specifications for the project. Consultant must perform an adequate field investigation to confirm existing conditions.

All work is to comply with all applicable rules, regulations, codes, laws, and good practice for public facilities. When possible, Consultant shall incorporate "green" building/construction practices, sustainability, energy efficiency, and low operations and maintenance costs into recommendations and subsequent design.

Use of contractors, and all applicable subcontractors which are required to pay prevailing wages, requires registration with the State of California, Department of Industrial Relations (DIR) through the Public Works Contractor Registration Program (PWC Registration) before bidding, being awarded, or performing work on public works projects in California. This includes those performing surveying work, material testing, inspection, trucking, boring, potholing, geotechnical drilling, concrete deliveries and temporary service companies who provide workers to prevailing wage contractors. **For complete details, please refer to *Appendix 1: Labor Compliance*, attached hereto and incorporated herein.** Consultant shall comply with all requirements in Appendix 1. "Contractor" as used in Appendix 1 shall mean Consultant.

Consultant shall obtain the services of a professional surveyor to conduct and perform a survey of the project limits facilitate the design of the levee rehabilitation improvements. The base scope survey shall be limited to the Oxidation Pond 1 Levee interior eastern

levee southern segment, approximately 1,830 feet in total length. The base scope assumes that existing survey data from the prior levee project for the northern segment will be available and provided in CAD format. Consultant shall utilize and incorporate this data. If this data is not available, City shall authorize the optional additional service noted in Exhibit C, Compensation Schedule to add survey of the North segment.

Preparation of the topographic surveys shall be at a scale no larger than 1 inch = 20 feet, with elevations at 1' contour intervals, and reference to City's established benchmark for vertical control. Topographic survey shall include but not be limited to existing information on access roadways, utilities, surface material delineation, ground elevations, top and toe of slopes, grade breaks, and key ground features (concrete pads, electrical panels, etc.). Provide surveying and other field work as needed to establish water surface elevations on the project plans. Consultant shall provide electronic copies (PDF and ACAD format) to the City for record.

Consultant shall also obtain the services of a professional geotechnical engineer to conduct geotechnical investigations as needed for design purposes. The geotechnical exploration scope shall consist of advancing up to 3 cone penetration test (CPT) soundings on the levee to depths ranging from 50-100 ft below grade unless refusal is reached at a shallower depth. Perform up to 2 borings up to 40 ft below existing grade. Two days of exploration in total are included.

Consultant shall evaluate sounding logs and perform laboratory testing and engineering analysis. Geotechnical laboratory testing is anticipated to include moisture content, dry density, sieve analysis, Atterberg Limits, shear strength, and consolidation. In addition, two samples will be tested following Caltrans corrosion requirements, including Minimum Resistivity, pH, Chloride, and Sulfate. A soils report will be submitted to include existing soil conditions, soil and material layer depths, soil classification, soil properties, and project design criteria recommendations (percent compaction, design slopes, etc.).

Plans and specifications prepared by Consultant shall provide sufficient detail to result in a good quality product while allowing competitive pricing where possible and appropriate, and provide options to the construction contractor where appropriate to obtain the same good level of quality for the best bid price. Plans and specifications shall not specify proprietary products or services. Specifications shall be prepared in CSI 2020 format. Consultant shall review recommendation with City staff prior to design and coordinate all applicable City standards into plans and specifications. Design documents shall address the levee deficiencies with the appropriate improvements and rehabilitation methods.

At a minimum, the plans and design documents will include the following elements:

- General layout of the project site showing existing conditions
- Topographic information
- Water surface elevation
- Design for rehabilitation of the southern segment of Oxi Pond 1 interior east levee to include raise levee height to match existing improvements, widen access road, repair breaches and subsided sections, and stabilize side slopes.
- Permanent erosion control or ground cover (e.g. rip-rap) to exposed slopes for the entire levee length (both northern and southern levee segment).
- Grading Plan with earthwork calculations

- Plan and Profile for levee and crossover pipe improvements
- Typical sections
- Detailed notes for construction
- Construction staging and haul route plans
- Erosion Control Plan and Best Management Practices
- Detailed construction cost estimates

This scope assumes the project qualifies for a CEQA Categorical Exemption. Consultant will provide technical project description to the City for incorporation into appropriate CEQA documentation for filing.

This scope assumes the work included in this Project conforms to “in-kind repair” in accordance with existing BCDC Permit No. M1983.16.02 Amendment No. 2. Therefore, a new permit is not included and the services of a permitting specialist are not required. Consultant shall conduct coordination with BCDC and submit plans for review in accordance with the “in-kind repair” provision. The scope assumes that repair work will be completed prior to the permit expiration date of December 31, 2026.

The project limits lie entirely within WPCP property. Consultant will coordinate as required with WPCP staff to identify and avoid buried utilities in the impacted area. Utility coordination with outside entities is not assumed to be required.

If a Storm Water Management Plan (SWMP) is required for the project, Consultant shall prepare the SWMP and hire and pay a certified third-party reviewer from the SCVURPPP list of prequalified consultants as required.

All submittals shall include digital copies (PDF and native format) of all documents.

1. 30% Submittal:

- a. 30% plans: Cover sheet and plan sheet with base mapping and preliminary details.
- b. Cut sheets for equipment/appurtenances.
- c. Documentation of outreach with franchise utility companies for facilities needed to be relocated or adjusted to grade as a result of the proposed construction activities, if applicable.
- d. Project schedule update.
- e. 30% construction cost estimate.
- f. Brief memorandum of determination if the project’s construction activities are within the NPDES Construction General Permit. Include project type and risk level.
- g. Table of Contents list for technical specifications.
- h. Soils Report

2. 75% Submittal: All major issues have been resolved prior to this stage. The intent of this submittal is to provide plans and project documents in sufficient detail to allow for thorough and complete review.

- a. 75% Plans: All subcontracted work shall be accounted for in this submittal. All project details have been accounted for.
- b. 75% specifications:

- Technical specifications
  - Special Provisions, with recommended changes in track changes format. The Special Provisions shall also include the following:
    - Bid item descriptions and measurement and payment provisions
    - A list of minimum required submittals during construction
    - List of information available to Bidders, with disclaimer
    - A table listing all material testing and associated responsibility
    - A table list of materials requiring warranties, and associated warranty periods
  - c. Project schedule update.
  - d. 75% construction cost estimate in the form of the bid schedule.
  - e. Utility conflicts have been resolved or a timeline for resolution of issues has been determined.
  - f. CEQA Exemption documentation, suitable for filing at the County Recorder's Office.
  - g. Responses to the City's review comments on the 30% submittal, along with return of mark-ups.
  - h. Coordination and consultation with BCDC.
  - i. Other supporting documentation as necessary, including, but not limited to SWPPP, NOI, list of information available to Bidders, etc.
3. 100% Submittal: All issues, prior comments, and concerns must be addressed in this submittal.
- a. 100% plans
    - Peer review shall have been accomplished by this stage, with the statement and signature on the cover sheet. The professional shall sign, date, and seal the following Certification of Peer Review on a letterhead document with the transmittal of the final plans and specifications:  
  
"The undersigned hereby certifies that a professional peer review of these plans and the required designs was conducted by me, a professional engineer with expertise and experience in the appropriate fields of engineering equal to or greater than the Engineer of Record, and that appropriate corrections have been made."
  - b. 100% specifications
    - Reviewed bid instructions
    - Finalized technical specifications
    - Finalized Special Provisions
  - c. Project schedule update
  - d. 100% construction cost estimate.
  - e. Responses to the City's review comments on the 75% submittal, along with return of mark-ups.
  - f. Complete coordination with BCDC.
  - g. Other supporting documentation as necessary.

*D. Bid Package*

The bid package shall be finalized upon incorporation of the City's final comments from the 100% submittal.

Submit hard copies and digital format (PDF and native format) of each of the documents listed below:

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

*E. Bidding Services*

Consultant will respond to all bidder's requests for information (RFIs) and support the City's coordination efforts to inform plan-holders of significant responses to RFIs and prepare addenda as necessary. During bidding, all proposers' communications will be directed through the City's Purchasing Officer.

*F. Construction Support Services*

The City's construction management team will have primary responsibility for construction management and inspection. Consultant's point of contact will be the City's construction manager, not the construction contractor.

The following is a minimum list of services and submittals required.

1. Attend and prepare information for an internal handoff meeting from the design team to the construction management team. Consultant shall be prepared to address: possible construction pitfalls, items for the construction management team to be aware of (special working hours, shortened timelines for submittal reviews, etc.).
2. Attend the pre-construction meeting (in-person).
3. Attend up to 5 periodic construction progress meetings via Teams.
4. Participate in the final inspection and development of punch lists (in-person).
5. Respond to up to 15 RFIs, which includes clarifying or providing revisions or additional detail where necessary on the plans and specifications. Response to RFIs shall be timely in order to avoid construction delays and claims.
6. Review and respond to up to 20 submittals and resubmittals in total within the period allocated in the contract documents and as necessary to avoid construction delays and claims.
7. Review proposed substitutions, if any, for conformance to plans and technical specifications.
8. Review and make recommendations on up to two proposed changes to the contract (Request for Quotations and Contract Change Orders).
9. Prepare Record Drawings based upon red lines provided by the contractor and field reviews. All changes shall be indicated in red and clouded. All plan sheets shall be stamped with red "Record Drawings" stamp. The stamp shall include Engineer of Record Company Name, name of Engineer of Record, date of the Record Drawing update, and standard disclaimer. See suggested stamp below:



|                                                                                                                                                                                                                                                               |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>RECORD DRAWINGS</b>                                                                                                                                                                                                                                        |
| COMPANY NAME:                                                                                                                                                                                                                                                 |
| ENGINEER OF RECORD:                                                                                                                                                                                                                                           |
| DATE:                                                                                                                                                                                                                                                         |
| THE RECORD DRAWINGS HAVE BEEN PREPARED<br>BASED ON INFORMATION PROVIDED BY OTHERS.<br>THE ENGINEER HAS NOT VERIFIED THE ACCURACY<br>OF THIS INFORMATION AND SHALL NOT BE<br>RESPONSIBLE FOR ANY ERRORS OR OMISSIONS<br>WHICH MAY BE INCORPORATED AS A RESULT. |

The Record Drawings shall be prepared digitally, using AutoCAD. Final Record Drawings shall be submitted electronically, in PDF and CAD format.

10. Participate in the “Lessons Learned Meeting” with all parties at the end of the project held via Teams.

### III. Assumptions and Exclusions

The following additional assumptions and exclusions apply to this Scope of Work:

- All work is within City owned property.
- A City building permit is not required.
- No other external permits or approvals are anticipated to be required and are not included.
- Construction management and inspection services provided by City.

### IV. Optional Services

The following additional services may be added to the base scope upon City request:

#### A. *Geotechnical Services During Construction*

- Coordination with construction team personnel.
- Full-time earthwork observation and testing (8 weeks assumed, prevailing wages, 8 hours per day plus 2 hours of round-trip travel).
- Respond to questions.
- Documentation of the work completed.

#### B. *Add northern segment to topographical survey:*

- Extend Task B survey area to encompass both the northern and southern segments of the East Interior Levee (3,650 LF).

#### C. *Conceptual boundary base mapping:*

- Prepare a conceptual property boundary/road right-of-way linework base map drawing covering the subject mapping limits area. Linework will be based solely on record information from filed survey maps, recorded documents, and any other client-provided information, then placed relative to other deliverables using a limited amount of physical evidence.
- This is not a resolved boundary; no boundary analysis or adjustment will be performed. The following limitations apply:
  - Excludes setting of monuments or filing maps/corner records.
  - Excludes review of adjoining property deeds or resolution of conflicting title evidence.

- Excludes obtaining a title report. However, if one is provided it will be reviewed and any applicable exceptions will be plotted from record where possible.
- Plotting of easements or other encumbrances is limited to readily available information obtained by or discovered throughout the process of researching relevant maps, documents, and title reports (if provided). Additional encumbrances may exist. No guarantee is made as to the completeness of said information.
- This item is conditional on finding sufficient corners set by previous surveys. If property corner monuments of record have been destroyed, do not fit, or were never set, then pursuant to the Professional Land Surveyors' Act, additional surveying and a "Record of Survey" or a "Corner Record" may be required to resolve the boundary. If additional surveying is necessary, a briefing with the Client will be arranged, and work will proceed only after authorization from the Client.
- Submit digital copy of the conceptual boundary linework drawing in AutoCAD Civil 3D 2023 format.

*D. Expanded Construction Support Services:*

Consultant will provide the following additional services, upon request.

- Respond to up to 10 RFIs, which includes clarifying or providing revisions or additional detail where necessary on the plans and specifications. Response to RFIs shall be timely in order to avoid construction delays and claims.
- Review and respond to up to 15 submittals and resubmittals in total within the period allocated in the contract documents and as necessary to avoid construction delays and claims.
- Review and make recommendations on up to 3 proposed changes to the contract (Request for Quotations and Contract Change Orders).

## **Appendix 1 Labor Compliance**

**Contractor Registration with the State of California** – Contractor, and all of their subcontractors which are required to pay prevailing wages, must be registered with the State of California, Department of Industrial Relations (DIR) through the Public Works Contractor Registration Program (PWC Registration) before bidding, being awarded, or performing work on public works projects in California. This includes those performing surveying work, material testing, inspection, trucking, boring, pot holing, concrete deliveries and temporary service companies who provide workers to prevailing wage contractors. Registration must remain current throughout the project entirety. It is the Contractor's responsibility to not allow their PWC Registration to lapse during the project and to ensure all subcontractors' registrations remain current. The Labor Commissioner can assess penalties to public works contractors of up to \$10,000, in addition to the registration fee, for failure to register. Awarding agencies are also subject to penalties of \$100 a day, up to a maximum of \$10,000, for having an unregistered contractor perform work on a public works project. If any penalties are issued to the City for unregistered subcontractors or for a lapse in Contractor's or any subcontractor's PWC Registration, these penalties will be passed onto the contractor. **A contractor that allows an unregistered subcontractor to work on the project is also subject to penalties of \$100 a day up to \$10,000.** Contractors shall list all applicable PWC registration numbers on the Bid Form.

**Hours of Work** – Pursuant to Labor Code, Section 1810, eight hours of labor during any one calendar day and forty hours of labor during any one calendar week shall constitute the maximum hours of service upon all work done hereunder, and it is expressly stipulated that no laborer, worker, or mechanic employed at any time by the contractor or by any subcontractor or subcontractors under this Agreement, upon the work or upon any part of the work contemplated by this Agreement, shall be required or permitted to work thereon more than eight hours during any one calendar day and forty hours during any one calendar week, except, as provided by Section 1815 of the Labor Code of the State of California, work performed by employees of contractors in excess of eight hours per day and forty hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay. It is further expressly stipulated that for each and every violation of Sections 1811-1815, inclusive, of the Labor Code of the State of California, all the provisions whereof are deemed to be incorporated herein, Contractor shall forfeit, as a penalty to the City, twenty-five dollars (\$25.00) for each laborer, worker, or mechanic employed in the execution of this Agreement by Contractor, or by any subcontractor under this Agreement, for each calendar day during which the laborer, worker, or mechanic is required or permitted to work more than eight hours in any one calendar day and forty hours in any one calendar week in violation of the provisions of the Sections of the Labor Code. Such forfeiture amounts may be deducted from the contract sum.

Contractor and each of their subcontractors shall keep, or cause to be kept, an accurate record showing the actual hours worked each calendar day and each calendar week by each worker employed on the project, which record shall be kept open at all reasonable hours to the inspection of the City, its officers and agents, and to the inspection of the appropriate enforcement agency of the State of California.

**Wage Rates** – Pursuant to Sections 1770, 1771 and 1774 of the Labor Code of the State of California, or any applicable local law, contractors shall not pay less than the prevailing rate of per diem wages as determined by the Director of the Department of Industrial Relations. The City

has ascertained the general prevailing rate per diem wages and rates for holidays, and overtime work in the city, for each craft, classification or type of laborer, worker, or mechanic needed to execute this Agreement. The City has adopted, by reference, the general prevailing rate of wages applicable to the work to be done under the Agreement, as adopted and published by the Division of Labor Standards Enforcement and Labor Statistics and Research of the State of California, Department of Industrial Relations, to which reference is hereby made for a full and detailed description. A copy of the prevailing wage rates may be reviewed in the office of the Director of Public Works, City of Sunnyvale, 456 West Olive Avenue, Sunnyvale, California. Wage rates can also be obtained through the California Department of Industrial Relations website at: <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>

Neither the notice inviting bids nor this Contract shall constitute a representation of fact as to the prevailing wage rates upon which the Contractor or any subcontractor may base any claim against the City.

In case it becomes necessary for Contractor or any subcontractor to employ on the project under this Contract any person in a trade or occupation (except executives, supervisory, administrative, clerical, or other non-manual workers as such) for which no minimum wage rate is herein specified, Contractor shall immediately notify the City who will promptly thereafter determine the prevailing rate for such additional trade or occupation and shall furnish Contractor with the minimum rate based thereon. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

**Prevailing Wage** – As identified in the Notice to Bidders or Request for Proposals, as applicable, work contemplated by this Agreement is a public work subject to prevailing wages under California Labor Code, Sections 1720 et. seq. The State of California Department of Industrial Relations has ascertained the general prevailing per diem wage rates in the locality in which the work is to be performed for each craft, classification, or type of worker required to perform the work. A schedule of the most recent general prevailing per diem wage rates made available to the City will be on file at the City's principal facility office and will be made available to any interested party upon request. This prevailing wage rate schedule is provided by the City for Bidder's information only and is not guaranteed by the City to be current. Contractor is obligated to verify all appropriate prevailing wage rates and pay those rates as required. By this reference the verified current schedule of prevailing wage rates is made part of the Contract Documents. Contractor shall pay not less than the prevailing per diem wage rates, as specified in the schedule and any amendments thereto, to all workers employed by contractor in the execution of the work. Contractor shall cause all subcontracts to include the provision that all subcontractors shall pay not less than the specified prevailing per diem wage rates to all workers employed by such subcontractors in the execution of the work.

Contractor shall forfeit to the City, as a penalty, no more than two hundred dollars (\$200.00) for each calendar day or portion thereof for each worker that is paid less than the specified prevailing per diem wage rates for the work or craft in which the worker is employed for any portion of the work done by Contractor or any subcontractor in violation of the provisions of the Labor Code, and in particular Sections 1770 to 1781 thereof, inclusive. Such forfeiture amounts may be deducted from the contract sum. Contractor shall also pay to any worker who was paid less than the specified prevailing per diem wage rate for the work or craft for which the worker was employed for any portion of the work, for each calendar day, or portion thereof, for which the worker was paid less than the specified prevailing per diem wage rate, an amount equal to the

difference between the specified prevailing per diem wage rate and the amount which was paid to the worker.

The City will not recognize any claim for additional compensation because of the payment by the Contractor for any wage rate in excess of prevailing wage rates set forth in the Agreement, including payment in excess of the prevailing wage for extra work paid by force account. The possibility of wage increases is one of the elements to be considered by the Contractor in determining the contractor's bid or proposal and will not, under any circumstances be considered as the basis of a claim against the City under the Agreement.

**Certified Payroll Records** – Pursuant to Labor Code, Sections 1776 et. seq., Contractor and all subcontractors shall keep an accurate payroll record, showing the name, address, social security number, job classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in connection with the work. All payroll records shall be certified as being true and correct by contractor or subcontractors keeping such records; and the payroll records shall be provided to the City no later than three weeks after closing of payroll for City-funded projects, and no later than one week for federal aid projects. The Contractor or subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in Labor Code section 1776 (a). In the event that the Contractor or subcontractor fails to comply within the 10-day period, they shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Certified payroll records shall be made available at reasonable hours at the Contractor's principal office to the persons authorized to inspect such records pursuant to Labor Code section 1776. Certified payroll shall also be made available for inspection upon request by the State of California Division of Labor Standards Enforcement, or the Division of Apprenticeship Standards of the State of California Division of Industrial Relations.

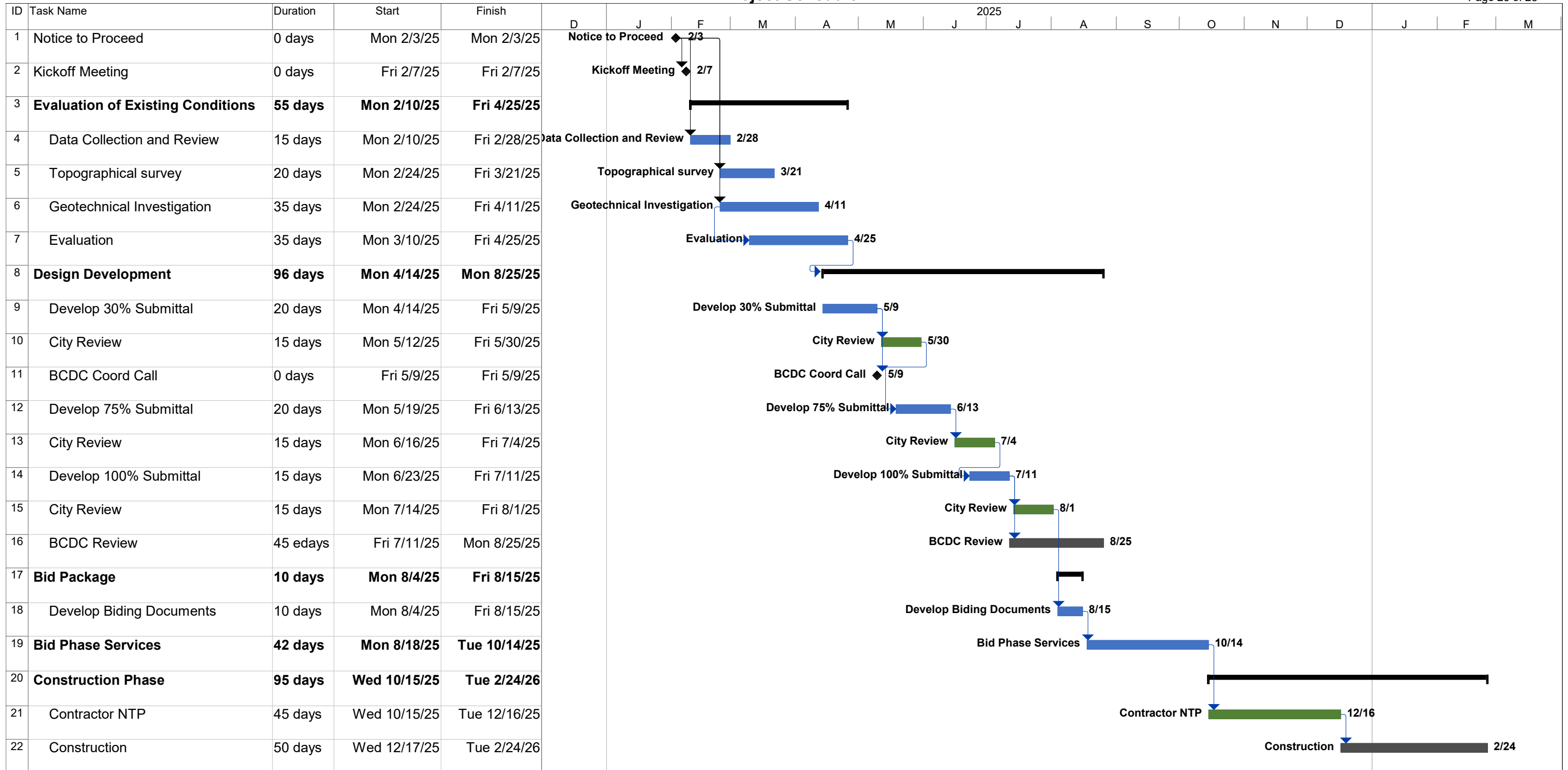
Contractor and every subcontractor will be required to submit certified payrolls and labor compliance documentations electronically via the software LCPtracker. Contractor shall cause all subcontracts to include the provision that all subcontractors submit certified payrolls and labor compliance documentation electronically via LCPtracker. Electronic submission will be a web-based system, accessed on the World Wide Web by a web browser. Each contractor user will be given a Log-On identification and password to access the City's reporting system. Access will be coordinated by a City representative.

**Apprentice Program** – Attention is directed to State of California Labor Code, Sections 3095, 1777.5, 1777.6, and 1777.7 and Title 8, California Code of Regulations, Section 200, and the applicable Sections that follow. Responsibility for compliance with these requirements lies with the contractor. To ensure compliance and complete understanding of the law requiring apprentices, and specifically the required ratio thereunder, contractor or subcontractors should, where some question exists, contact the Division of Apprenticeship Standards, 525 Golden Gate Avenue, San Francisco, California, or one of its branch offices prior to commencement of the work. In the event Contractor willfully fails to comply with this section, it will be considered in violation of the requirements of the Agreement.

Contractor and all of its subcontractors shall abide by the provisions of California Labor Code Section 1777.6 prohibiting discrimination in the acceptance of otherwise qualified apprentices; and California Labor Code Section 3095 which declares the unlawful discrimination in any

recruitment or apprenticeship program on stated grounds. City shall be entitled to retain and withhold all penalties as authorized pursuant to California Labor Code, Division 2, Part 7, Chapter 1, commencing with Section 1720 and following, in accordance with the provisions of that Chapter, and the regulations established by the Director of Industrial Relations pursuant to the statutory authority of such chapter.

## Exhibit B Project Schedule



Note: Winter construction not advised.  
Final timing of construction to be determined during the design phase in consultation with the City.

**Exhibit C  
Compensation Schedule**

**City of Sunnyvale**

Consultant Name: HydroScience Engineers, Inc.

Proposal For: WPCP Oxidation Pond Levee Rehabilitation

Project #: F25-058

Revised 12/6/2024

| Tasks  |                                                       | Labor               |                 |                  |                     |                  |          |          |             | Subconsultants    |                 |                  |            |            |            | ODCs       | Total              |                  |
|--------|-------------------------------------------------------|---------------------|-----------------|------------------|---------------------|------------------|----------|----------|-------------|-------------------|-----------------|------------------|------------|------------|------------|------------|--------------------|------------------|
| Task # | Task Description                                      | Principal in Charge | Project Manager | Project Engineer | Engineering Support | Drafting Manager | N/A      | N/A      | Total Hours | Total Labor Costs | Survey          | Geotech.         | N/A        | N/A        | N/A        | N/A        | Other Direct Costs | Total Fee        |
|        |                                                       | Mary Hoang          | Bill Slenter    | Wilson Zhu       | TBD                 | Anthony Perez    | N/A      | N/A      |             |                   | Westwood PS     | Haley & Aldrich  | N/A        | N/A        | N/A        | N/A        |                    |                  |
|        |                                                       | \$320               | \$320           | \$255            | \$215               | \$168            |          |          |             |                   | Fee             | Fee              | N/A        | N/A        | N/A        | N/A        |                    |                  |
| A      | Project Management                                    | 4                   | 35              | 36               | -                   | -                | -        | -        | 75          | \$21,660          | -               | \$5,000          | -          | -          | -          | -          | \$250              | \$26,910         |
| B      | Evaluation of Existing Conditions                     |                     | 8               | 18               |                     |                  |          |          | 26          | \$7,150           | \$18,200        | \$5,000          |            |            |            |            | \$1,160            | \$31,510         |
| C      | Design Development                                    |                     |                 |                  |                     |                  |          |          |             |                   |                 |                  |            |            |            |            |                    |                  |
|        | 30% Design                                            |                     | 14              | 15               | 30                  | 30               |          |          | 89          | \$19,795          |                 | \$52,500         |            |            |            |            | \$2,625            | \$74,920         |
|        | 75% Design                                            |                     | 10              | 12               | 35                  | 20               |          |          | 77          | \$17,145          |                 | \$1,800          |            |            |            |            | \$90               | \$19,035         |
|        | 100% Design                                           |                     | 6               | 8                | 15                  | 15               |          |          | 44          | \$9,705           |                 | \$700            |            |            |            |            | \$35               | \$10,440         |
| D      | Bid Package                                           |                     | 12              | 22               | 35                  | 35               |          |          | 104         | \$22,855          |                 | \$2,500          |            |            |            |            | \$125              | \$25,480         |
| E      | Bidding Services                                      |                     | 4               | 8                | 8                   | 3                |          |          | 23          | \$5,544           |                 | \$3,200          |            |            |            |            | \$160              | \$8,904          |
| F      | Construction Support Services                         | 2                   | 45              | 43               | 47                  | 10               |          |          | 147         | \$37,790          |                 | \$5,000          |            |            |            |            | \$250              | \$43,040         |
|        | <b>Proposal Subtotal</b>                              | <b>6</b>            | <b>134</b>      | <b>162</b>       | <b>170</b>          | <b>113</b>       | <b>0</b> | <b>0</b> | <b>585</b>  | <b>\$141,644</b>  | <b>\$18,200</b> | <b>\$75,700</b>  | <b>\$0</b> | <b>\$0</b> | <b>\$0</b> | <b>\$0</b> | <b>\$4,695</b>     | <b>\$240,239</b> |
|        | <b>Optional Services</b>                              |                     |                 |                  |                     |                  |          |          |             |                   |                 |                  |            |            |            |            |                    |                  |
| A      | Geotechnical observation services during construction | 1                   | 4               | -                | -                   | -                | -        | -        | 5           | \$1,600           | -               | \$94,500         | -          | -          | -          | -          | \$4,725            | \$100,825        |
| B      | Add northern segment to topographical survey          | -                   | 2               | -                | -                   | -                | -        | -        | 2           | \$640             | \$4,600         | -                | -          | -          | -          | -          | \$230              | \$5,470          |
| C      | Conceptual boundary base mapping                      | -                   | 1               | -                | -                   | -                | -        | -        | 1           | \$320             | \$4,000         | -                | -          | -          | -          | -          | \$200              | \$4,520          |
| D      | Expanded construction support services                | 1                   | 11              | 30               | 30                  | -                | -        | -        | 72          | \$17,940          |                 | -                | -          | -          | -          | -          | \$0                | \$17,940         |
|        | <b>Total Optional Services</b>                        | <b>2</b>            | <b>18</b>       | <b>30</b>        | <b>30</b>           | <b>0</b>         | <b>0</b> | <b>0</b> | <b>80</b>   | <b>\$20,500</b>   | <b>\$8,600</b>  | <b>\$94,500</b>  | <b>\$0</b> | <b>\$0</b> | <b>\$0</b> | <b>\$0</b> | <b>\$5,155</b>     | <b>\$128,755</b> |
|        | <b>Total Including Optional Services</b>              | <b>8</b>            | <b>152</b>      | <b>192</b>       | <b>200</b>          | <b>113</b>       | <b>0</b> | <b>0</b> | <b>665</b>  | <b>\$162,144</b>  | <b>\$26,800</b> | <b>\$170,200</b> | <b>\$0</b> | <b>\$0</b> | <b>\$0</b> | <b>\$0</b> | <b>\$9,850</b>     | <b>\$368,994</b> |



## Exhibit D

### INSURANCE REQUIREMENTS

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 of the work by the Contractor, their agents, representatives, or employees.

Minimum Scope and Limits of Insurance. Contractor shall maintain limits not less than:

1. **Commercial General Liability:** coverage written on an occurrence basis with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage. ISO Occurrence Form shall be at least as broad as CG 0001.
2. **Automobile Liability:** coverage with a combined single limit of not less than \$1,000,000 per occurrence applying to all owned, non-owned, or hired vehicles used in conjunction with this contract for bodily injury and property damage. ISO Form shall be at least as broad as CA 0001.
3. **Workers' Compensation:** Statutory Limits and **Employer's Liability:** \$1,000,000 per accident for bodily injury or disease.

Industry Specific Coverages. If checked below, the following insurance is also required:

- Professional Liability / Errors and Omissions Liability** coverage with limits not less than \$2,000,000 per occurrence or claim.
- Valuable Papers and Electronic Data Processing** with limits not less than \$10,000 each.
- Cyber & Tech Liability coverage with limits not less than of \$1,000,000 per occurrence or claim.
- Crime coverage with limits not less than \$500,000 to include third party premises endorsement.

Deductibles, Self-Insured Retentions and Other Coverages:

Any deductibles or self-insured retentions must be declared and approved by the City of Sunnyvale, Risk Manager. The Contractor shall guarantee payment of any losses and related investigations, claim administration and defense expenses within the deductible or self-insured retention.

The aforementioned insurance requirements can be met through any combination of self-insured, primary and excess/umbrella policies that fulfill the stipulated coverage as cited above.

Other Insurance Provisions:

1. During the term of the contract, the City of Sunnyvale, its officers, officials, employees, agents, and volunteers are to be covered as an additional insured in the Contractor's commercial general liability policy (and if industry specific coverage box is checked above, valuable papers, electronic data processing, and cyber liability policies) with respect to liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Sunnyvale, its officers, officials, employees, agents, or volunteers.

Additional Insured Endorsement for ongoing operations at least as broad as ISO CG 20 10 Scheduled, or automatic CG 20 38 and completed operations shall be at least as broad as ISO CG 20 37 scheduled or automatic ISO CG 20 40.

2. During the term of the contract, the Contractor's Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Sunnyvale.
3. For all Architects, Engineers and Design Professionals - If Industry Specific Coverage box is check above **and** if the Contractor's Professional Liability/Errors and Omissions coverage is written on a claims made basis:
  - a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
  - b. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the contract of work.*
  - c. 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 *three (3) years* after completion of contract work.
4. For any claims related to this agreement, the Contractor's insurance shall be primary. Any insurance or self-insurance maintained by the City of Sunnyvale, its officers, officials, employees, agents and volunteers shall be excess of the Contractor's insurance and shall not contribute with it and shall be at least as broad as ISO CG 20 01 04 13.
5. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Sunnyvale, its officers, officials, employees, agents or volunteers.

6. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
7. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City of Sunnyvale.
8. Any umbrella or excess Insurance Liability policies shall be true "following form" of the underlying policy coverage, terms, conditions, and provisions and shall meet all of the insurance requirements stated in this document, including the additional insured, SIR, and primary and non-contributory insurance requirements for the benefit of City (if agreed to in a written contract or agreement) until all coverage carried by or available to the Contractor's primary and excess liability policies are exhausted and before the City's own Insurance or self-insurance shall be called upon to contribute to a loss.
9. The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated above shall not serve to reduce the Contractor's policy limits of coverage. Therefore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.

Acceptability of Insurers:

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, and who are admitted and authorized to do business and in good standing in California unless otherwise acceptable to the City of Sunnyvale's Risk Manager.

Verification of Coverage:

City utilizes PINSAdvantage.com (PINS) to track and verify all insurance related documents. City is no longer accepting Certificates of Insurance by mail and requires the use of PINS. City will email the Contractor requesting proof of insurance for this Contract through the PINS platform ([no-reply@pinsadvantage.com](mailto:no-reply@pinsadvantage.com)), which include instructions on how to upload insurance documents electronically. Contractor shall furnish the City with an electronic Certificate of Insurance effecting the coverage required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf and name City of Sunnyvale, Attn: Risk Management, 456 W. Olive Ave, Sunnyvale, CA 94088 as the certificate holder. All certificates are to be received and approved by the City Risk Manager prior to commencement of work.

The Contractor shall provide certificate(s) evidencing renewals of all insurance required herein prior to the expiration date of any such insurance. Contractor shall submit insurance certificates reflecting the policy renewals through PINS. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Subcontractors

Contractor shall require all sub-contractors to procure and maintain insurance policies subject to these requirements. Failure of Contractor to verify existence of sub-contractor's insurance shall not relieve Contractor from any claim arising from sub-contractors work on behalf of Contractor.