

**CONSULTANT SERVICES AGREEMENT  
BETWEEN CITY OF SUNNYVALE AND TRC SOLUTIONS, INC.  
FOR DESIGN AND CONSTRUCTION SUPPORT SERVICES FOR UPGRADING OF FUEL STATION  
AT CITY HALL**

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

WHEREAS, CITY advertised a Request for Proposals (RFP) on June 4, 2025, for Design and Construction Support Services for Upgrading of Fuel Station at City Hall (25-437); and

WHEREAS, CONSULTANT submitted a proposal on July 16, 2025; and

WHEREAS, CITY accepted CONSULTANT's proposal on October 9, 2025; and

WHEREAS, CITY desires to secure professional services necessary for investigation, analysis, design, preparation of construction drawings and contract specifications, consultation, services during construction and other services for a project known as Professional Services for Upgrading of Fuel Station at City Hall; and

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

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 Alfonso Ang to this project, to act in the capacity of Project Manager and personally direct the professional services to be provided by CONSULTANT.

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

2. Notice to Proceed/Completion of Services

A. CONSULTANT shall commence services upon receipt of a Notice to Proceed from CITY. Notice shall be deemed to have occurred three (3) calendar days after deposit in the regular course of the United States mail.

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

3. Project Schedule

The Project Schedule is set forth in the attached Exhibit "B."

4. Payment of Fees and Expenses

Payments shall be made to CONSULTANT on a monthly basis 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 Fifty-Seven Thousand Nine Hundred Fifty-Six and no/100 Dollars (\$257,956.00)** for the duration of the contract, which includes optional services in an amount not to exceed Nineteen Thousand Eighty-Eight and no/100 Dollars (\$19,088.00) unless upon written modification of this Agreement in accordance with Section 30 below. 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 but in no event greater than forty-five (45) days from CITY's receipt of CONSULTANT's invoice. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated in the Compensation Schedule and shall reference the project title. The final invoice must contain the final cost and all credits due CITY. The final invoice should be submitted within 60 calendar days after completion of CONSULTANT's work.

5. No Assignment of Agreement

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

6. Consultant is an Independent Contractor

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

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

All reports, costs estimates, plans and other documents which may be submitted or furnished by CONSULTANT shall be approved and signed by a qualified registered professional in the State of California. The title sheet for calculations, specifications and reports, and each sheet of plans, shall bear

the professional seal, certificate number, registration classification, expiration date of certificate and signature of the professional responsible for their preparation.

8. Standard of Workmanship

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

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

9. Responsibility of CONSULTANT

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

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

10. Right of CITY to Inspect Records of CONSULTANT

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

11. Confidentiality of Material

All ideas, memoranda, specifications, plans, calculations, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for CONSULTANT and all other written information submitted to CONSULTANT in connection with the performance of this Agreement shall be held confidential by CONSULTANT and shall not, without the prior written consent of CITY be used for any purposes other than the performance of the Project services, nor be disclosed to an entity not connected with the performance of the Project services. Nothing

furnished to CONSULTANT which is otherwise known to CONSULTANT or is or becomes generally known to the related industry shall be deemed confidential. CONSULTANT shall not use CITY's name, insignia or distribute exploitative publicity pertaining to the services rendered under this Agreement in any magazine, trade paper, newspaper or other medium without the express written consent of CITY.

12. No Pledging of CITY's Credit

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

13. Ownership of Material

All material, including information developed on computer(s), which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports and other material developed, collected, prepared or caused to be prepared, under this Agreement ("Work Products") shall be the property of CITY upon payment therefor, but CONSULTANT may retain and use copies thereof. Notwithstanding the above, "Work Products" are not intended nor shall they be construed to include CONSULTANT's pre-existing intellectual property secured, developed, written, or produced by CONSULTANT prior to the execution of this Agreement or developed concurrently with this Agreement but not specifically for this Agreement; CONSULTANT shall retain all right, title and interest in any such pre-existing intellectual property.

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

Pursuant to the full language of California Civil Code §2782, Consultant/Design Professional agrees to indemnify, including the cost to defend, CITY and its officers, officials, and employees, from and against any and all claims, demands, costs, or liability to the extent arising out of the negligence, recklessness, or willful misconduct of CONSULTANT and its employees or agents in the performance of services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of CITY; and does not apply to any passive negligence of CITY unless caused at least in part by the CONSULTANT. CITY agrees that in no event shall the cost to defend charged to the CONSULTANT exceed that professional's proportionate percentage of fault. This duty to indemnify shall not be waived or modified by contractual agreement or acts of the parties. The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this agreement. CONSULTANT's responsibility for such defense and indemnity obligations shall survive the termination or completion of this agreement. To the fullest extent permitted under applicable law, neither Party shall be liable to the other for special, indirect, consequential, punitive, or exemplary damages. Consequential damages may include, but is not limited to loss of profit, loss of business, loss of income, or loss of reputation that either Party may incur from any cause of action including, but not limited to, negligence, strict liability, contract breach, and strict or implied breach of warranty.

15. Insurance Requirements

The City requires CONSULTANT to maintain insurance requirements on the CITY's electronic insurance verification system. CONSULTANT shall procure and maintain, at its own expense, during the life of this Agreement, policies of insurance as specified in Exhibit "D" attached and incorporated herein by reference and shall provide all certificates and endorsements as specified in Exhibit "D" for approval

by the City Risk Manager prior to CONSULTANT (or subcontractor) commencing any work under this Agreement.

16. Wage Rates

Pursuant to Sections 1770, 1771, 1774 – 1776, 1777.5, 1813, and 1815 of the California Labor Code, the successful bidder shall pay not less than the prevailing rate of per diem wages as determined by the Director of the State of California Department of Industrial Relations. Copies of such prevailing wage rates are available for review at the office of City's Director of Public Works, 456 West Olive Avenue, Sunnyvale, California 94086. Wage rates can also be obtained through the California Department of Industrial Relations website at:  
<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>

Bidders shall promptly notify the person identified on the cover page of this bid invitation, in writing, about all labor classifications not listed in the prevailing wage determinations but necessary for the performance of the work described in the bid documents.

The successful bidder/contractor, and each subcontractor shall keep accurate payroll records, and comply in all respects with Labor Code section 1776, including the timely response to written notices requiring copies of such records, as provided for in such section. In the event the contractor or subcontractor fails to comply within the ten day period, that contractor or subcontractor shall forfeit one hundred dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated, as provided by Labor Code section 1776(h).

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

It shall be mandatory upon CONTRACTOR and upon any subcontractor to pay not less than the specified rates to all laborers, workers, and mechanics employed in the execution of the Contract. It is further expressly stipulated that CONTRACTOR shall, as a penalty to CITY, forfeit two hundred dollars (\$200.00) for each calendar day, or portion thereof, for each laborer, worker, or mechanic paid less than the stipulated prevailing rates for any work done under this Contract by CONTRACTOR or by any subcontractor; and CONTRACTOR agrees to comply with all provisions of Section 1775 of the Labor Code.

In case it becomes necessary for CONTRACTOR or any subcontractor to employ on the project under this Agreement 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 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.

17. 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.

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

To CONSULTANT:   TRC Solutions, Inc.  
Attn: Alfonso Ang  
2045 Martin Avenue, Suite 202  
Santa Clara, CA 95050

19. 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.

20. Integrated Amendment

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

21. Conflict of Interest

CONSULTANT shall avoid all conflicts of interest, or appearance of conflict, in performing the services and agrees to promptly 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.

CONSULTANT'S duties and services under this agreement shall not include preparing or assisting the CITY with any portion of CITY'S preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the CITY. The CITY shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. CONSULTANT participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. CONSULTANT shall cooperate with CITY to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual,

preliminary, or initial plans or specifications prepared by contractor pursuant to this agreement.

Pursuant to CITY's Conflict of Interest Code, Council Policy 7.3.7, CITY has determined that, depending on the position, certain individuals performing services under this Agreement may be required to file a Statement of Economic Interest (Form 700), which can be found at [www.fppc.ca.gov](http://www.fppc.ca.gov). If applicable, to facilitate electronic submittal of Form 700, CONSULTANT shall send the following information to [cityclerk@sunnyvale.ca.gov](mailto:cityclerk@sunnyvale.ca.gov): 1) first and last name(s) of CONSULTANT's employee(s); 2) email address(es) of CONSULTANT's employee(s); 3) date when CONSULTANT's employee(s) will begin work under this contract; and 4) (if known) date when CONSULTANT's employee(s) will cease work under this contract.

Government Code Section 91013 provides that any person who files a statement after its deadline shall be liable in the amount of \$10 per day, up to a maximum of \$100, in addition to any administrative penalty (up to the statutory maximum, currently \$5,000) imposed by the Fair Political Practices Commission (FPPC). If any of CONSULTANT's employee(s) is required to submit Form 700, and CITY does not receive CONSULTANT's Form 700, then CITY is required to refer this matter to the FPPC or other appropriate enforcement agency.

22. 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.

23. Records, Reports and Documentation

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

24. Termination of Agreement

- A. If CONSULTANT defaults in the performance of this Agreement, or materially breaches any of its provisions, CITY at its option may terminate this Agreement by giving written notice to CONSULTANT; provided, however, CONSULTANT shall have ten (10) calendar days from receipt of the termination notice to cure or to submit a plan for cure reasonably acceptable to CITY. 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 convenience upon ten (10) days' written notice to CONSULTANT. In the event of such termination, CONSULTANT shall be compensated in proportion to the percentage of services performed or materials furnished (in relation to the total which would have been performed or furnished) through the date of receipt of notification from CITY to terminate. CONSULTANT shall present CITY with any work product completed at that point in time.

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

25. Subcontracting

None of the services covered by this Agreement shall be subcontracted other than to the subcontractors noted in the CONSULTANT's proposal, without the prior written consent of CITY which consent shall not be unreasonably withheld. Such consent may be issued with notice to proceed if subcontract consultants are listed in the project work plan.

26. Fair Employment

CONSULTANT shall not discriminate against any employee or applicant for employment because of race, 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.

27. Changes

CITY or CONSULTANT may, from time to time, request changes in the terms and conditions of this Agreement. Such changes, which are mutually agreed upon by CITY and CONSULTANT, shall be incorporated in amendments to this Agreement by Section 31 below.

28. Other Agreements

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

29. Severability Clause.

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

30. Captions

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

31. Entire Agreement; Amendment

This writing constitutes the entire agreement between the parties relating to the services to be performed or materials to be furnished hereunder. No modification of this Agreement shall be effective unless and until such modification is evidenced 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.

32. Miscellaneous

Time shall be of material consideration in this Agreement. Notwithstanding the foregoing, in no event will either party be responsible for damages or considered in default due to delays beyond their reasonable control. Delays claimed as beyond CONSULTANT's reasonable control shall not extend the performance period or excuse nonperformance unless approved in writing by CITY. 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")

TRC SOLUTIONS, INC. ("CONSULTANT")

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

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Name and Title

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

By \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Name and Title

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

**EXHIBIT A  
DETAILED SCOPE OF WORK**

**I. General**

The City of Sunnyvale is seeking proposals from licensed Engineering firms to provide professional services for design and preparation of bid documents and construction support for the Upgrading of Fuel Station at City Hall. The scope of work generally includes preparation of: design development, bid documents, and bidding/construction support for Public Works competitive bidding. Ancillary work includes: environmental needs assessment and document preparation (CEQA), construction cost estimating, schedule monitoring, preparation of reports and recommendations, and project management.

**II. Project Information**

**A. Description**

This project is for the replacement of three existing underground fuel storage tanks and other improvements at the Sunnyvale City Hall fueling station. The project will include an analysis of recent fuel consumption data and a provision of options for different replacement tank capacities and split tank configurations for cost effectiveness. The project will also replace existing fuel dispensing system, water and air service line, signage, install new 110 utility outlets, evaluate existing electrical panel, and install a Camlock Cabinet. Purpose of the Camlock Cabinet is to plug in a CITY owned portable generator to power the fueling system in case of power outage. The new fuel dispensing system must remain compatible with the CITY 's FuelMaster system and Veeder-Root inventory and tank management system.

Optional Service: - assumptions presented at the end.

- A. Replace existing electrical panel and associated components located in the annex building as needed to accommodate the proposed upgrade in this project.

**B. Location**

Sunnyvale City Hall is located at 456 W Olive Ave, Sunnyvale, CA 94086 and the fuel station is located toward south side of the property. Please refer to Appendix 3, Location Site Photos.

**C. Existing Conditions**

The size of the existing tanks:

<b>Fuel Tank</b>	<b>Existing Capacity (Gallons)</b>	<b>Monthly Average Use in Gallons (2024)</b>
Unleaded	Two tanks 12,000 each	10,600
Diesel	6,000	3,000

The site is accessible to the public, but fueling is limited to CITY vehicles and requires a key card to operate the dispenser. All three existing tanks are double wall steel installed in 1988. See Appendix 6, CERS – City Hall Tank Info for more detail of each tank.

**III. CONSULTANT Scope of Services**

CONSULTANT will perform all engineering and project management related work necessary to prepare plans and specifications suitable for Public Works bidding.

## TRC's Scope Key Assumptions

### General

- Excludes the procurement of any equipment by TRC or TAIT.
- Excludes payment of City of Sunnyvale, County, State, and other regulatory agencies fees. All regulatory agencies fees required for the closure of the existing USTs and construction of the replacement UST and appurtenances shall be the responsibility of the CITY.
- If requested and authorized by the CITY, TRC might issue a payment of a regulatory agency fee as an approved change order and invoice the CITY for the payment amount with a markup of five percent (5%).
- Excludes preparation of Health and Safety Plan (HASP) for Construction activities. Construction Contractors selected for the removal of the existing USTs and construction of the replacement UST and appurtenances shall be responsible for the cost and preparation of their own HASP covering their work.
- Proposed cost have been prepared with projected durations presented in the attached preliminary project schedule which was submitted with TRC's Proposal and anticipated CITY and Regulatory Review and construction durations.
- Timely access to CITY facilities for pre-design inspection and existing conditions survey.
- City shall provide all available site plans CAD, GIS, and other working formats for preparation of design drawings and workplans.
- City shall provide all available site documentation including environmental and geotechnical reports.
- City shall provide available standard construction specifications and special provisions in working formats (i.e., Microsoft word or other editable format) for the preparation of project specific technical specifications.
- Labor rates and cost are valid for the period of performance of 28-months from the notice-to-proceed. Labor rates are subject to a yearly escalation for project extended beyond the initial 28-months performance period.
- All submittals shall be in digital portable document format (PDF). No hard copies of deliverables are included with this cost proposal.
- Engineer of Record Stamp and signature on final submittals shall all be digitally placed on documents. No wet stamps and signatures are included in this scope
- Excludes environmental compliance services during construction such as dust/air monitoring, excavated soil sampling, dewatering water sampling, waste profiling and disposal, or other hazardous materials (asbestos containing materials, lead based paint, polychlorinated biphenyls (PCBs) containing light fixtures), and sediment and erosion controls requirements during construction.
- Additional waste profiling (excavated soil and dewatering water) services during construction might be provided under Optional Service C - Additional agreement/permit/certification if needed. – see Optional Services for assumptions.
- Assumes no soil and groundwater impacts are present at the Site and excludes environmental services for the investigation and characterization of soil and groundwater. Additional scope and budget for site investigation and remediation services can be provided for an additional fee.
- Excludes design of temporary fueling systems during construction.
- Design assumes existing canopy and fueling islands will remain and will be integrated with the new design.
- Assumes the same number of fuel dispensers and types as existing. Existing dispensers to be removed and replaced in the same location as existing.
- Excludes preparation of construction water quality management plan. General provisions for encountered groundwater management will be presented in the Tank Closure Workplan/Soil Management Sampling Plan (Workplan), but preparation of a Construction Specific Water Management Plan will be the responsibility of the selected Construction Contractor.

- Assumes existing site conditions can support installation of USTs and distribution system similar to existing and there are no current geotechnical and/or structural deficiencies with existing fuel distribution system and/or existing infrastructure.
- Assumes existing USTs and fuel dispensing system are fully permitted by CUPA and BAAQMD with no outstanding violations.

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, the CONSULTANT is expected to attend 2 progress meetings per submittal (1 page-turn meeting and 1 comment review 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 should 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.

Allocated budget for design and construction, including contingencies is \$1,344,953. CONSULTANT is expected to design a project that can be constructed within this budget and to communicate often and early with respect to the schedule and budget.

CONSULTANT shall submit the plans at the 75% submittal stage to the Building Division, per the instructions in Appendix 4, Building Dept Electronic Plan Check Submittal. CONSULTANT will also be responsible for making appointments (as necessary) and submitting all subsequent submittals to the Building Division.

Trimble Unity Construct license and training: CONSULTANT will be required to use Trimble Unity Construct™ software and protocols included in that software during this project, CONSULTANT shall coordinate with CITY staff for training materials and Trimble Unity Construct introduction. CITY will provide CONSULTANT one Trimble Unity Construct license for the duration of the project. Trimble Unity Construct 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 the CONSULTANT.

**TRC's Scope Key Assumption for Project Management**

- Project management services for a performance period of up to 28-months from notice-to-proceed (December 2025 through April 2028) -see attached schedule.
- Assumes one (1), on-line, Kick-off meeting with the CITY for project initiation.
- Project Management and monthly invoicing for estimated 28-month duration.
- Performance period includes time for procurement of equipment by selected Construction Contractor and commencing after CITY issuance of Construction NTP to selected Construction Contractor.
- CITY to establish project in Trimble Unity Construct™ platform and provide one user license to TRC without charge for the duration of the project.
- Final project closeout after "Lessons Learned" Meeting (see Construction Support Services)

**B. Preliminary Design**

CONSULTANT shall conduct a site survey with CITY staff to review and identify utility conflicts during design development. A preliminary cost estimate with a memorandum shall be submitted presenting options for new fuel tank size and configuration. Emergency generator re-fueling issue desktop review and technical memorandum preparation summarizing findings (**task added as part of Revised Cost Proposal**).

**TRC's Scope Key Assumption for Preliminary Design**

- One (1) site visit by TRC and Tait to survey existing installation
- Up to one (1) addition site visit for topographical and existing surface features
- Review of as-built drawings, fuel utilization projections, and determination fuel tank size and configuration
- Preparation of one Draft Technical Memorandum presenting tank size and configuration option/recommendation for review with CITY
- One (1), on-line meeting with CITY to review options and final selection of tank and size configuration
- Preparation of one Final Technical Memorandum with CITY selected tank size and configuration.
- Preparation of initial ROM cost for CITY selected tank size and configuration option.

**Added Assumption for Revised Cost Proposal**

- Desktop review of Emergency Generator As-Built documentation.
- Preparation of one (1) final technical memorandum documenting CITY identified issues, documentation review findings, and presenting potential recommendation(s) to address identified refueling issues.
- Up to one (1), on-line meeting with CITY to review recommendations.
- Does not include support to design, permit, bid, and/or provide construction support of the potential solutions to address emergency generator refueling issues identified in the technical memorandum.
- Review based solely on information presented in CITY provided As-Built documentation. No field inspection to verify As-Built information is included with this scope.

**C. Design Development**

CONSULTANTS 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, code, law, 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, concrete deliveries and temporary service companies who provide workers to prevailing wage contractors. **For complete details, please refer to Exhibit "F", Labor Compliance.**

Plans and specifications shall provide sufficient detail to result in a good quality product while allowing

competitive pricing where possible and appropriate, and provide options to the 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.

Coordination and preparation of documentation to facilitate permits and outreach with utility companies, regulatory agencies, Building Division, and other stakeholders will also be CONSULTANT responsibility. If a Storm Water Management Plan (SWMP) is required for the project, the CONSULTANT shall prepare the SWMP and hire and pay a certified third-party reviewer from the SCVURPPP list of prequalified consultants as required for the building permit. Required permit coordination during design and construction:

1. Building Permit
2. Certified Unified Program Agencies (CUPA)
3. Bay Area Air Quality Management District (BAAQMD)
4. California Environmental Reporting System (CERS)

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

#### **TRC's Scope Key Assumption for Design Development**

- CITY to establish project with DIR and provide CONSULTANT with Project DIR# number to request CONSULTANT and Subcontractors addition to project.
  - Only Technical Specifications to be prepared in CSI format. Special Provision format shall be as provided by the CITY.
  - Assumes development of one (1), City selected tank size and configuration option.
  - Excludes preparation of design drawings and specification for expansion of fueling system to service City Hall Emergency Generator or options developed and presented as part of Optional Service A.
  - Excludes preparation of design drawings for permanent staging area for portable generator or other equipment and/or infrastructure not part of the Fuel Distribution System.
  - Submittals to CITY in PDF format only for review and approval. No hard copies are included with the cost proposal.
  - Should a geotechnical study or testing be necessary for site pavement, or subsoil design, CITY is to provide such geotechnical recommendations to TRC/Tait from a licensed geotechnical engineer.
  - Regulatory Permits (Task #6 in Cost Proposal) preparation concurrent with Design Development.
1. 30% Submittal: Submit electronic PDF file package:
    - 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.
    - d. Project schedule update.
    - e. 30% construction cost estimate.
    - f. Brief memorandum of determination of project's CEQA needs.
    - g. Brief memorandum of determination if the project's construction activities are within the NPDES Construction General Permit. Include project type and risk level.
    - h. Table of Contents list for technical specifications.

#### **TRC's Scope Key Assumption for 30% Design Development**

- Includes up to two (2), on-line meetings with CITY Design Team and Facility Personnel for review of 30% DD.
- Assumes project to update existing fuel system qualifies for CEQA and NPDES exemptions.

- Preparation of Draft Tank Closure Workplan and CUPA permitting.
  - NPDES CGP determination to be filed in project folder.
  - City to provide emergency generator information (make, model, rating, etc.) for determination of compatible camlock cabinet.
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.

Submit electronic PDF file package:

- 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. Submit the 75% plan set to building department through online permitting system. See Appendix 4, Building Dept Electronic Plan Check Submittals.
- f. Utility conflicts have been resolved or a timeline for resolution of issues has been determined.
- g. CEQA Exemption documentation, suitable for filing at the County Recorder's Office.
- h. Responses to the CITY's review comments on the 30% submittal, along with return of mark-ups.
- i. Other supporting documentation as necessary.

#### **TRC's Scope Key Assumption for 75% Design Development**

- Includes up to two (2), on-line meetings with CITY Design Team and Facility Personnel for review of 75% DD.
  - Assumes addressing one (1) set of CITY comments on 30% DD and submittal with 75% DD.
  - Only Technical Specifications to be prepared in CSI format. Special Provision format shall be as provided by the CITY.
  - City to provide working copy (MS Word) of latest Special Provisions for addition of recommended track changes.
  - Assumes preparation of one (1) final CEQA exemption based the CITY comment and filling at the County Recorder's office will be made by the CITY.
  - Assumes one (1) submittal of 75% DD plans to building department.
  - Preparation of Draft Final Tank Closure Workplan and CUPA permits and initial submittal.
3. 100% Submittal: All issues, prior comments, and concerns must be addressed in this submittal.

Submit electronic PDF file package:

- 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
  - Project schedule update.
- c. 100% construction cost estimate.
- d. Resubmit the 100% plan set to building department review as necessary.
- e. Responses to the CITY’s review comments on the 75% submittal, along with return of mark- ups.
- f. Other supporting documentation as necessary.

**TRC’s Scope Key Assumption for 100% Design Development**

- Includes up to one (1), on-line meetings with CITY Design Team and Facility Personnel for review of 100% DD (drawings, technical specifications, and special provisions).
- Assumes addressing one (1) set of CITY comments on 75% DD and submittal with 100% DD.
- Assumes no additional review or CITY comments on the 100% DD set beyond those received during the 75% DD review.
- Assumes one (1) resubmittal of 100% DD plans to building department.
- Preparation of BAAQMD Permits and initial submittal.

**D. Bid Package**

The bid package shall be finalized upon incorporation of the CITY’s final comments from the 100% submittal, and incorporation of all Building Division comments.

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

1. Digital 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.
5. Submit the final plan set to building department for approval and stamp.

**TRC’s Scope Key Assumption for Final Submission and Bid Package**

- Assumes one (1) PDF copy of 100% design drawings, technical specifications, and attachments
- One digital copy (MS Word) of Special Provisions with recommended changes in track format.
- One set of digital copy (PDF format) of project schedule and final construction cost estimate
- Engineer of Record and/or Responsible Professional stamp and signature on hard copies shall all be digitally placed on documents.

**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.

If addenda to bid documents are extensive and are as a result of CONSULTANT's work product, conformed documents shall be prepared at no expense to the CITY. CITY will provide reproduction services.

**TRC's Scope Key Assumption for Bidding Services**

- Assumes attendance of one (1) Pre-Bid meeting at the Site or via on-line conferencing (Zoom, Teams, etc.).
- Review and preparation up to (3) separate proponent's request for information (RFIs) related to the information presented in the prepared design drawings, technical specification and/or Workplans only for issuance as Addenda.
- Addenda to be issued by the CITY.
- Excludes review or preparation of responses to questions related to the project administration and contracting, or any other questions unrelated to project design.

**F. Construction Support Services**

The CITY's construction management team will have primary responsibility for construction management and inspection. The CONSULTANT's point of contact will be the CITY's construction manager, not the 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 with CITY team and contractor.
3. Attend up to 3 periodic construction progress meetings.
4. Participate in the final inspection and development of punch lists.
5. Respond to RFIs, which includes clarifying or providing revisions or additional detail where necessary on the plans and specifications. Response to RFIs shall be timely in order to avoid construction delays and claims.
6. For projects with a building permit, the CONSULTANT shall stamp and sign any revisions to the contract plans as a result of responses to RFIs or as a result of executed change orders. CONSULTANT shall ensure that all changes comply with the applicable codes. Coordination with the Building Department may be necessary.
7. Testing and sampling services required for the drafting of CUPA's UST closure and installation report.
8. Review and respond to all submittals within the period allocated in the contract documents and as necessary to avoid construction delays and claims.
9. Review proposed substitutions, if any, for conformance to plans and technical specifications.
10. Review and make recommendations on proposed changes to the contract (Request for Quotations and Contract Change Orders).
11. Prepare Record Drawings based upon redlines 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 BASED ON INFORMATION PROVIDED BY OTHERS. THE ENGINEER HAS NOT VERIFIED THE ACCURACY OF THIS INFORMATION AND SHALL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS 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.

12. Participate in the “Lessons Learned Meeting” with all parties at the end of the project

### **TRC’s Scope Key Assumption for Construction Support Services**

- Assume concurrent finalization and submittal of Building, CUPA, and BAAQMD permits with Contractor information (performed under Task #6 Regulatory Permits)
- Assumes one (1), on-line meeting with CITY for hand-off to CITY Construction Management Team.
- Assumes on (1), on-line meeting with CITY and selected Contractor for project initiation.
- Assumes attendance of one (1) Pre-Construction meeting at the Site by the Project Manager, and supporting field staff.
- Assumes up to three (3) OAC construction progress meeting by Project Manager or Deputy Project Manager as requested by CITY.
- Up to three (3) field days for tank removal, and confirmation soil and groundwater sampling.
- Up to 15 soil confirmation samples and one (1) grab standing groundwater sample collected from the tank excavations and three (3) day (72-hrs) turn-around-time analysis on collected samples.
- Preparation of one Draft Final UST Tank Closure report for CITY review and comments and addressing one (1) set of CITY comments (performed under Task #6 Regulatory Permits).
- Preparation of Final UST Tank Closure report and submittal to CUPA for approval and closure of permit (performed under Task #6 Regulatory Permits).
- Assumes up to three (3) site visits to review construction progress (Tanks Set Installation, Tank and Distribution System Pressure Testing, and Final Inspection for punch list development).
- Preparation of one (1) set of Record Drawings per red-line markups provided by the Contractor and CITY Construction management team. Redline markups will be checked against general compliance with original design document and issued design changes changed during construction. However, TRC will not be responsible for omissions and errors on the part of the Contractor on the provided red-line markup.
- Task excludes post-construction survey or verification of the accuracy of the provided red-line markups.
- Review and responses are limited to Construction related submittals and RFIs and exclude administrative submittals such as Contractors project execution (demolition, construction plans, excavation protection plan, etc.) and health and safety plan.
- Record Drawing submittal shall be in PDF and CAD format. CAD files will not include TRC and Subcontractor specific information such as stamp and signature of EOR or company logos
- TRC or Subconsultants will not be responsible for changes to the design implemented by the Contractor with CITY approval but without EOR approval.
- Upload of final construction documents to Trimble Unity Construct™.
- Participation in one (1), on-line, “Lessons Learned” meeting with CITY Design and Construction Management teams.

## OPTIONAL SERVICES

The following has been added to present assumptions for Optional Services:

### **Optional Service A: Replace existing electrical panel and associated components located in the annex building as needed to accommodate the proposed upgrade in this project.**

TRC's Scope Key Assumption for Optional Service A

- Assume existing service and service panel is determined not to be of sufficient capacity and/or size to support CITY selected tank size and configuration option and as determined by the initial Preliminary Design site visit.
- Assume preparation of additional design details including removal current electrical panel and associated components and installation of upgraded electrical distribution system.
- Preparation of technical specifications for the installation of upgraded electrical system.
- Assumes additional electrical system design to support installation of Fuel Distribution System and fuel management systems and camlock cabinet only.
- Optional Service activated at start of 30% Design Development

### **Optional Service B: Additional agreement/permit/certification if needed.**

TRC's Scope Key Assumption for Optional Service B

- Construction excavated soil profiling for waste disposal as follows:
  - Up to three (3) soil composited samples for waste disposal profiling
  - Up to one (1) dewatering water sample for waste disposal profiling
  - Laboratory analysis for TPH-d, TPH-g, VOCs, CAM 17 Metals and SVOCs on a standard (5 to 10 days) turn-around-time
- Up to one (1) site visit for collection of samples.
- Provide laboratory analytical reports to Construction Contractor for profile set up.
- Assumes Contractor will obtain waste profile approval from disposal facility and be responsible for transportation and disposal of waste.



**EXHIBIT C  
COMPENSATION SCHEDULE**

Task #	Task Description	Labor									Subconsultants			Other Direct Costs	Total Fee
		Project Manager (EV25)	Deputy PM (EV12)	Principal (EV27)	Senior Planner (EV20)	Staff Geologist (EV09)	Scientist (EV03)	Project Admin (EV05)	Total Hours	Total Labor Costs	Design/Survey	Laboratory Analysis			
		Alfonso Ang	Andrea Weckle	Peter Mason (CEQA)	Elizabeth Diaz (CEQA)	Amanda Green/Jake Samet	Rebecca Brodsky (CEQA)	Lydia Seawright			TAIT	Torrent			
		\$272	\$153	\$329	\$219	\$128	\$81	\$98			LS	LS			
1	Project Management	14	98	-	-	5	-	32	149	\$22,578	\$4,722	-	-	\$27,350	
2	Preliminary Design	8	22	-	-	-	-	-	30	\$5,542	\$31,773	-	\$196	\$37,511	
3	30% Design	5	33	-	-	8	-	-	46	\$7,433	\$14,364	-	-	\$21,797	
4	75% Design	3	23	-	-	26	-	-	52	\$7,663	\$22,890	-	-	\$30,553	
5	100% Design	3	23	-	-	18	-	-	44	\$6,639	\$18,585	-	-	\$25,224	
6	Regulatory permits preparation/acquisition	6	24	1	23	44	40	-	138	\$19,542	-	-	-	\$19,542	
7	Bid Package	3	12	-	-	18	-	-	33	\$4,956	\$5,418	-	-	\$10,374	
8	Bidding Services	5	26	-	-	-	-	-	31	\$5,338	\$5,672	-	-	\$11,010	
9	Construction Support Services	5	108	-	-	58	-	-	171	\$25,308	\$15,364	\$13,257	\$1,578	\$55,507	
	<b>Proposal Subtotal</b>	<b>52</b>	<b>369</b>	<b>1</b>	<b>23</b>	<b>177</b>	<b>40</b>	<b>32</b>	<b>694</b>	<b>\$104,999</b>	<b>\$118,838</b>	<b>\$13,257</b>	<b>\$1,774</b>	<b>\$238,868</b>	
	<b>Optional Services</b>														
A	Upgrade of electrical panel and associated components	2	4	-	-	-	-	-	6	\$1,156	\$9,278	-	-	\$10,434	
B	Additional agreement/permit/ certification if needed	-	2	-	-	8	-	-	10	\$1,330	\$2,436	\$4,732	\$156	\$8,654	
	<b>Total Optional Services</b>	<b>2</b>	<b>6</b>	<b>-</b>	<b>-</b>	<b>8</b>	<b>-</b>	<b>-</b>	<b>16</b>	<b>\$2,486</b>	<b>\$11,714</b>	<b>\$4,732</b>	<b>\$156</b>	<b>\$19,088</b>	
	<b>Totals Including Optional Services</b>	<b>54</b>	<b>375</b>	<b>1</b>	<b>23</b>	<b>185</b>	<b>40</b>	<b>32</b>	<b>710</b>	<b>\$107,485</b>	<b>\$130,552</b>	<b>\$17,989</b>	<b>\$1,930</b>	<b>\$257,956</b>	
	<b>Notes:</b>														
1	Labor level of effort was developed utilizing key staff identified within the proposal organizational chart and are based on the assumptions included in the associated transmittal letter.														
2	Subconsultant fees include allowed 5% markup.														
3	Subtotal and Total Fee rounded to nearest dollar.														

## EXHIBIT D INSURANCE REQUIREMENTS

CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the CONSULTANT, their agents, representatives, or employees.

Minimum Scope and Limits of Insurance. CONSULTANT 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 or equivalent is required.
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.
- Cyber & Tech Liability** coverage with limits not less than of \$1,000,000 per occurrence or claim.
- Valuable Papers and Electronic Data Processing** with limits not less than \$10,000 each.

Deductibles, Self-Insured Retentions and Other Coverages:

Any deductibles or self-insured retentions must be declared and reviewed by the City of Sunnyvale, Risk Manager. The CONSULTANT shall guarantee payment of any losses and related investigations, claim administration and defense expenses within the deductible or self-insured retention. Policies containing any self-insured retention provision shall provide, or be endorsed to provide, that the SIR may be satisfied by either the Named Insured or the CITY.

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 Agreement, the City of Sunnyvale, its officers, officials, and employees are to be covered as an additional insured in the CONSULTANT's commercial general liability policy (and if industry specific coverage 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 CONSULTANT; products and completed operations of the CONSULTANT; premises owned, occupied or used by the CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to the City of Sunnyvale, its officers, officials, and employees.

Additional Insured Endorsement for ongoing operations at least as broad as ISO CG 20 10 12 19 and completed operations shall be at least as broad as ISO CG 20 37 12 19.

2. During the term of the Agreement, the CONSULTANT'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 CONSULTANT'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 Agreement 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 Agreement effective date, the CONSULTANT 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 CONSULTANT's insurance, excepting Workers Compensation, Employers Liability and Professional Liability coverages, shall be primary. Any insurance or self-insurance maintained by the City of Sunnyvale, its officers, officials, and employees shall be excess of the CONSULTANT'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, or employees
6. The CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
7. Each insurance policy required by this clause shall not be suspended, voided, cancelled by either party, materially 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 CONSULTANT'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 CONSULTANT'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 an electronic insurance verification system to track and verify all insurance related documents. CITY is no longer accepting insurance documents by mail and will only accept electronic

insurance documents. CITY will email the CONSULTANT requesting proof of insurance for this Agreement through an electronic insurance verification system, which includes instructions on how to upload insurance documents electronically. CONSULTANT 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 CONSULTANT shall provide certificate(s) evidencing renewals of all insurance required herein prior to the expiration date of any such insurance. CONSULTANT shall submit insurance certificates, reflecting the policy renewals through the CITY's electronic insurance verification system. CITY reserves the right to require redacted copies of Declaration Pages for all required insurance policies, at any time

Subcontractors

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

**EXHIBIT E**  
**POLICY 5.1.6 WAGE THEFT PREVENTION – COUNCIL POLICY MANUAL**

**POLICY PURPOSE:**

To establish a Council Policy and procedure to prevent wage theft on CITY goods and services contracts as well as deny, suspend or revoke certain CITY permits and licenses to businesses with unpaid wage theft judgments.

**BACKGROUND:**

Wage theft occurs when an employer fails to pay its workers the wages to which they are legally entitled. It is the crime of stealing earned wages from workers. There are numerous forms of wage theft involving violations of employment laws but all resulting in workers earning less than they are entitled to earn. Local and national studies on wage theft report that wage theft is a pervasive and chronic problem. Wage theft is not incidental, aberrant, rare or committed only by a few rogue employers at the periphery of the labor market. Instead it takes place in industries that span the economy – from retail, restaurants and grocery stores; caregiver industries; manufacturing, construction and wholesalers; building services such as janitorial and security; and personal services such as dry cleaning and laundry, car washes and beauty and nail salons.

**POLICY STATEMENT:**

**1. GOODS AND SERVICES AGREEMENTS**

It is the policy of the City of Sunnyvale that all parties contracting with the CITY pursuant to Sunnyvale Municipal Code Chapter 2.08 must comply with all applicable federal, state and local wage and hour laws including, but not limited to, the Federal Fair Labor Standards Act (“FLSA”), the California Labor Code and the Sunnyvale Minimum Wage Ordinance.

This Policy does not apply to any “public works” contracts as defined in CITY Charter Section 1309, Sunnyvale Municipal Code Chapter 2.09 and state law.

**2. MANDATORY DISCLOSURE REQUIREMENT**

As a part of any CITY solicitation for supplies, materials, goods and/or services, a potential contractor shall fully complete a “Bid Certification” (“Certification”). The Certification requires each potential contractor to disclose whether the contractor has been found by a court or final administrative action of an investigatory government agency to have violated federal, state or local wage and hour laws within the past five (5) years from the date of the submitted bid or proposal. For each disclosed violation, the potential contractor shall provide a copy of (i) the court order and judgment and/or final administrative decision; and (ii) documents demonstrating either that the order/judgment has been satisfied, or if the order/judgment has not been fully satisfied, a written and signed description of potential contractor’s efforts to date to satisfy the order/judgment. The completed Certification shall be submitted by the potential contractor to the CITY as a part of its bid or proposal.

***A. Bid or Proposal Disqualification Circumstances***

A potential contractor that has submitted a formal or informal bid or proposal to provide supplies, materials, goods and/or services to the CITY pursuant to Sunnyvale Municipal Code Chapter 2.08 ***shall*** be disqualified if the potential contractor has been found by a court or by final administrative action of an investigatory government agency to have violated applicable wage and hour laws on one (1) or more occasion ***and*** has one (1) unpaid wage judgment in the past five (5) years prior to the date of submission of a bid or proposal to provide supplies, materials, goods and/or services.

***B. Grounds for Contract Termination after the Award of the Contract***

A current contractor found by a court or by final administrative action of an investigatory government agency to have violated applicable wage and hour laws, in the five (5) years prior to or during the term of the contract with the CITY, ***may*** be in material breach of its contract with

the CITY if the violation is not fully disclosed and/or satisfied per CITY contract requirements. Such breach may serve as a basis for contract termination and/or any other remedies available under law, including a stipulated remediation plan.

**C. Inaccurate or Incomplete Disclosures**

Inaccurate or incomplete disclosures constitute a violation of the CITY's Wage Theft Prevention Policy and **may** result in immediate disqualification from the CITY solicitation and contracting process or immediate termination of any contract with the CITY.

**3. CONTRACT LANGUAGE AFTER SUCCESSFUL BID OR PROPOSAL**

All CITY contracts subject to this Policy shall include the following provisions:

**Wage Theft Prevention**

**Compliance with Wage and Hour Laws:** Contractor, and any subcontractor it employs to complete work under this Agreement, shall comply with all applicable federal, state and local wage and hour laws. Applicable laws may include, but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, the Sunnyvale Prevailing Wage Policy and Minimum Wage Ordinance.

**Final Judgments, Decisions, and Orders:** For purposes of this Section, a "final judgment, decision, or order" refers to one for which all appeals have been exhausted or the time period to appeal has expired. Relevant investigatory government agencies include: the federal Department of Labor, the California Division of Labor Standards Enforcement, the City of Sunnyvale or any other governmental entity or division tasked with the investigation and enforcement of wage and hour laws.

**Prior Judgments against Contractor and/or its Subcontractors:** BY SIGNING THIS AGREEMENT, CONTRACTOR AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY FINDING – IN THE FIVE (5) YEARS PRIOR TO EXECUTING THIS AGREEMENT – THAT CONTRACTOR OR ITS SUBCONTRACTOR(S) HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS. CONTRACTOR FURTHER AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) HAS SATISFIED AND COMPLIED WITH – OR HAS REACHED AGREEMENT WITH THE CITY REGARDING THE MANNER IN WHICH IT WILL SATISFY – ANY SUCH JUDGMENTS, DECISIONS OR ORDERS.

**Judgments or Decisions During Term of Contract:** If at any time during the term of this Agreement, a court or investigatory government agency issues a final judgment, decision or order finding that Contractor or a subcontractor it employs to perform work under this Agreement has violated any applicable wage and hour law, or Contractor learns of such a judgment, decision, or order that was not previously disclosed, Contractor shall inform the CITY no more than fifteen (15) calendar days after the judgment, decision or order becomes final or of learning of the final judgment, decision or order. Contractor and its subcontractors shall promptly satisfy and comply with any such judgment, decision, or order, and shall provide the CITY with documentary evidence of compliance with the final judgment, decision or order within five (5) calendar days of satisfying the final judgment, decision or order. The CITY reserves the right to require Contractor to enter into an agreement with the CITY regarding the manner in which any such final judgment, decision, or order will be satisfied.

**City's Right to Withhold Payment:** Where Contractor or any subcontractor it employs to perform work under this Agreement has been found in violation of any applicable wage and hour law by a final judgment, decision or order of a court or government agency, the CITY reserves the right to withhold payment to Contractor until such judgment, decision or order has been satisfied in full.

**Material Breach:** Failure to comply with any part of this Section constitutes a material breach of this Agreement. Such breach may serve as a basis for immediate termination of this Agreement and/or any other remedies available under this Agreement and/or law.

**4. DENIAL AND REVOCATION OF PERMITS AND LICENSES UNDER THE SUNNYVALE MUNICIPAL CODE**

The Sunnyvale Municipal Code shall contain language that allows the CITY to deny, suspend or revoke certain permits or licenses if a business fails to pay a court or final administrative action of an investigatory government agency for violating applicable wage and hours laws.

If the CITY receives complaints about permittees or licensees regarding wage theft, the department responsible for issuance of the permit or license shall work with the Economic Development Division and the City Attorney's Office to investigate the complaint to determine whether denial, suspension, or revocation of the permit or license until the wage judgment is satisfied.

(Adopted: RTC #18-0215 (April 10, 2018))  
Lead Department: Office of the City Manager

## EXHIBIT F LABOR COMPLIANCE

**Contractor Registration with the State of California** – Contractors, and all applicable 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 Subcontractor's 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 a contractor/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 Contract, upon the work or upon any part of the work contemplated by this Contract, 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 Contract by Contractor, or by any subcontractor under this Contract, 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 Subcontractor 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 Contract. The CITY has adopted, by reference, the general prevailing rate of wages applicable to the work to be done under the Contract, 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, the 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 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, he or she 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.

Each contractor and every lower-tier 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 Contract.

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.