

**DRAFT CONSULTANT SERVICES AGREEMENT BETWEEN CITY OF
SUNNYVALE AND V&A CONSULTING ENGINEERS, INC. FOR
PROFESSIONAL SERVICES FOR WPCP YARD PIPING CONDITION
ASSESSMENT**

THIS AGREEMENT, dated _____, is by and between the CITY OF SUNNYVALE ("CITY"), a California chartered municipal corporation, and V&A CONSULTING ENGINEERS, INC., California corporation, ("CONSULTANT").

WHEREAS, CITY advertised a Request for Proposals (RFP) F24-001 on August 6, 2023 for Sunnyvale Cleanwater Program WPCP Yard Piping Condition Assessment; and

WHEREAS, CONSULTANT submitted a proposal on September 2, 2023; 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 Sunnyvale Cleanwater Program WPCP Yard Piping Condition Assessment; and

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

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

1. Services by CONSULTANT

CONSULTANT shall provide services in accordance with Exhibit "A" entitled "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 Noy Phannavong, PE, 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 "A-1."

4. Payment of Fees and Expenses

Payments shall be made to CONSULTANT on a monthly basis as set forth in the attached Exhibit "B" entitled "Compensation Schedule." All compensation will be based on monthly billings as provided in Exhibit "B." Compensation will not be due until said detailed billing is submitted to CITY within a reasonable time before payment is expected to allow for normal CITY processing. An estimate of the percent of total completion associated with the various categories of the services shall be furnished by CONSULTANT with said billing. When applicable, copies of pertinent financial records will be included with the submission of billing(s) for all direct reimbursables. Compensation shall not exceed the amounts set forth in Exhibit "B" for each phase. In no event shall the total amount of compensation payable under this agreement exceed the sum of One Million and No/100 Dollars (\$1,000,000.00) for the duration of the contract, as well as optional services in an amount not to exceed Two Hundred Thousand and No/100 Dollars (\$200,000.00) unless upon written modification 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 One Million Two Hundred Thousand and No/100 Dollars (\$1,200,000.00). 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 shall follow the format stipulated in the Compensation Schedule and shall reference the project title. The final invoice must contain the final cost and all credits due CITY. The final invoice should be submitted within 60 calendar days after completion of CONSULTANT's work.

5. No Assignment of Agreement

CONSULTANT bind themselves, their partners, successors, assigns, executors, and administrators to all covenants of this Agreement. Except as otherwise set forth in

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

6. Consultant is an Independent Contractor

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

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

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

8. Standard of Workmanship

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

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

9. Responsibility of CONSULTANT

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

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

10. Right of CITY to Inspect Records of CONSULTANT

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

11. Confidentiality of Material

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

12. No Pledging of CITY's Credit

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

13. Ownership of Material

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

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

14. Hold Harmless/Indemnification

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, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to 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.

15. Insurance Requirements

The City requires that CONSULTANT maintain insurance requirements on the Pacific Insurance Network System (PINS). CONSULTANT shall procure and maintain, at its own expense, during the life of this Agreement, policies of insurance as specified in Exhibit "C" attached and incorporated herein by reference and shall provide all certificates and endorsements as specified in Exhibit "C" 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: Jennifer Ng, Assistant Director of Public Works, City Engineer
Department of Public Works
CITY OF SUNNYVALE
P. O. Box 3707
Sunnyvale, CA 94088-3707

To CONSULTANT: V&A Consulting Engineers, Inc
Attn: Glenn Wilson, PE
1000 Broadway, Suite 320
Oakland, CA 94607

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 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.

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.

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 (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.

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.

ATTEST:

CITY OF SUNNYVALE ("CITY")

By _____

By _____

City Clerk

City Manager

V&A CONSULTING ENGINEERS, INC.
("CONSULTANT")

APPROVED AS TO FORM:

By _____

Name/Title

City Attorney

By _____

Name/Title

Exhibit A
SCOPE OF WORK FOR
Sunnyvale Cleanwater Program
WPCP Yard Piping Condition Assessment — Project 0.4

II. General

The City of Sunnyvale is seeking proposals from licensed engineering firms to provide professional engineering services for a yard piping condition assessment project at the Donald M. Somers Water Pollution Control Plant (WPCP). The budget available is \$1,000,000 for the base scope of condition assessment services, with an allowance of \$200,000 for optional cleaning and bypass pumping activities. Consultant proposals shall include an approach which makes best use of this budget and provides for strategic refinement of the approach as information gathering and analysis proceeds throughout the project. The scope of work for the successful Consultant (once under contract) is to be organized into the following task groups:

Project Management

Existing Data Review and Gap Analysis

Health and Safety Plan and Condition Assessment Work Plan

Condition Assessment

Optional Tasks

III. Project Information

A. Description

1. Cleanwater Program Description

The existing Donald M. Somers WPCP was originally built in 1956. With additions over the next 15–20 years, it grew to a tertiary treatment facility with an average dry weather flow of 14 million gallons per day (MGD) and a permitted average dry weather flow of 29.5 MGD. An asset condition assessment conducted in 2006 found several critical WPCP structures as ‘at-risk’ and in need of immediate rehabilitation. Based on this assessment, the City began implementing several rehabilitation projects and also developed a long-term Strategic Infrastructure Plan (SIP) to serve as a road map for the physical improvements and process enhancements needed to maintain a high level of treatment and to meet current and expected regulatory requirements and stewardship goals (Available Documents, Section V). In 2013, the City secured the professional services of a team of consultants to develop a comprehensive Master Plan, which included the basis of design (for the various process areas to be rebuilt) and a Program Environmental Impact Report (PEIR).

In 2016, the City adopted a Master Plan to guide improvements to the WPCP facilities and operations over the next 25 years (Available Documents, Section V). The Master Plan was developed to address challenges facing the WPCP and to

support City policies. These challenges include aging infrastructure, changes in regulatory requirements, and increases in population, flows, and loads. The Master Plan identified capital improvement projects, estimated costs, and recommended approaches to achieve the planning goals.

The City also certified a Final PEIR for the Master Plan in compliance with the California Environmental Quality Act (CEQA) and the CEQA Guidelines (Available Documents, Section V).

Implementation of this Master Plan is carried out through the ongoing Sunnyvale Cleanwater Program (Program). The Program consists of five phases:

Phase 1 – Primary Treatment and Plant Rehabilitation

Phase 2 – Secondary Treatment Stage 1

Phase 3 – Bioenergy Upgrades

Phase 4 – Secondary Treatment Stage 2

Phase 5 – Tertiary Treatment Upgrades

The packaging and timing of projects has evolved since the Master Plan was adopted; the evolution is captured in the current Program schedule (Available Documents, Section V).

2. WPCP Pipeline Condition Assessment Need

Because of the WPCP's age, key yard piping elements must be assessed to figure out if rehabilitation or replacement is needed to maintain permit compliance. The condition assessment is needed to replace Project 9.4 (see Table 1) with a rational project description and budget before the Master Plan Update is adopted and to inform the scope of work for P9.4 and serve as a guiding document for that designer.

3. Owner's Representatives

The City has engaged a program management consultant (PMC) who augments the City's Public Works Department and coordinates all projects in the Sunnyvale Cleanwater Program. The PMC's role includes oversight of master planning efforts to evaluate treatment and equipment options, oversee and coordinate multiple design and construction contracts, and coordinate the rehabilitation/reconstruction program with ongoing Plant operations. This project will be directed by Public Works staff, with day-to-day oversight by the PMC and close involvement with the City's Environmental Services Department (ESD). As such, the Consultant will be required to communicate and coordinate with the PMC as necessary.

B. Location

The WPCP is located at 1444 Borregas Avenue, Sunnyvale, Santa Clara County, California.

The site lies in the Moffett Park neighborhood, directly south of South San Francisco Bay, in the northern part of the City of Sunnyvale. The site includes approximately

16.5 acres within the main WPCP, and approximately 440 acres of oxidation ponds. The City's Sunnyvale Materials Recovery and Transfer (SMaRT) Station lies to the east. The City's closed municipal solid waste landfill borders the south and west of the site. The Sunnyvale West Channel forms the western boundary of the site.

C. Existing Conditions

Following adoption of the Master Plan, the City began implementing the Cleanwater Program. Projects recently completed include Caribbean Drive Parking and Trail Access Enhancements and Package 1 of the new Headworks and Primary Treatment Facilities. Capital improvement projects recommended by the Master Plan are categorized into two groups—funded and unfunded (Tables 1 and 2). Funded projects are included in the City's 20-year projects budget. Unfunded projects are not included in the City's adopted budget, generally because the necessity of these projects is less certain. Other smaller projects at the WPCP will be executed by the Environmental Services Department.

The WPCP operates in accordance with the following NPDES Permits issued by the San Francisco Bay Regional Water Quality Control Board: NPDES Permit No. CA0037621 (adopted as Order R2-2020-0002, Waste Discharge Requirements for the Sunnyvale Water Pollution Control Plant and its collection system), NPDES Permit No. CA0038873 (adopted as Order No. R2-2019-0017, Waste Discharge Requirement for Nutrients from Municipal Wastewater Discharges to San Francisco Bay), and NPDES Permit No. 0038849 (adopted as Order No. R2-2022-0038, Waste Discharge Requirements for Mercury and PCBs from Municipal and Industrial Wastewater Discharges to San Francisco Bay).

The WPCP also operates in accordance with Title V of the Clean Air Act through Major Facility Review Permit for Facility #A0733 issued by the Bay Area Air Quality Management District.

Table 1. Cleanwater Program Project Schedule Summary – Funded Projects

Project ID	Project Name	Planned End Date ¹	Comment ²
1.1.2	Headworks and Primary Treatment – Package 2	9/2023	In commissioning phase
2.1.1	Plant Rehabilitation	1/2027	In construction
2.1.2	Perimeter Wall	10/2024	In design
2.1.3	Pipeline Rehabilitation	3/2024	In design – scope includes rehabilitation of primary effluent pipeline, replacement of pond effluent pipeline and pond return pipeline
2.2	Secondary Treatment Stage 1	7/2026	In construction
9.1	Recycled Water Improvements	4/2027	
9.2	Community Improvements	3/2027	
9.4	Misc. Civil/Site Improvements	8/2027	
0.3	Master Plan Update	1/2025	Underway
0.4	WPCP Condition Assessment	12/2024	This project
0.6	Waste Gas Burner	12/2027	
3.1	Filter Control Building	10/2027	
3.4	Chloramine Disinfection	3/2034	
4.4	Digester No. 5	9/2028	
4.5	Food Waste Facility	9/2028	
5.1	Cogeneration Upgrade	9/2027	
10.1	Demo of Fixed Growth Reactor (FGR) Pump Station	9/2037	Linked to Project 10.2
2.3	Secondary Treatment Stage 2	2/2036	
2.4	Primary Effluent (PE) Equalization – Diurnal and Emergency Storage	11/2034	
3.2	Filter Backwash Storage	12/2038	
4.3	Thickening/Dewatering Stage 2	10/2034	
10.2	Demo FGR No. 2	8/2037	Linked to Project 10.1
3.5	Ultraviolet (UV) Disinfection	3/2038	

Notes:

1. Planned end date is estimated time when Final Acceptance is expected to be issued by the City. For projects with construction work elements, the date listed above is end of commissioning/start-up.
2. Status listed is as of the issuance date of this RFP.

Table 2. Cleanwater Program Project Schedule Summary – Unfunded Projects

Project ID	Project Name	Planned End Date ¹	Comment
8.3	Cleanwater Center	3/2026	
2.5	Retire Ponds	4/2042	Affected by decisions made on Projects 2.3 and 2.4
4.6	Phosphorous Recovery Facility	2/2031	Regulatory driver uncertain
4.7	Biosolids Post-Processing	10/2031	Regulatory driver uncertain
2.7	Chemical Dosing for P-Removal	5/2035	Regulatory driver uncertain
3.3	Denitrification Filters	2/2039	Regulatory driver uncertain
3.6	Ozone Disinfection	3/2042	Regulatory driver uncertain
3.7	Microfiltration	3/2041	Regulatory driver uncertain

Notes:

1. The planned end date is when the City expects to issue Final Acceptance if the project receives funding. For projects with construction work elements, the date listed above is the estimated end of commissioning/start-up.

IV. Consultant Scope of Services

Consultant services shall include, but are not limited to the following tasks:

- Project Management
- Existing Data Review and Gap Analysis
- Health and Safety Plan and Condition Assessment Work Plan
- Condition Assessment
- Optional Services

Activities associated with the execution of these tasks include meetings and workshops, field activities, technical analysis, cost estimating, and preparation of reports.

The Consultant is expected to maintain frequent and prompt communication throughout the project. Minimum required workshops and progress meetings are enumerated under the tasks they support. Added meetings or conference calls as needed to move the project forward are included implicitly in this scope. Consultant’s meeting responsibilities include:

- Scheduling meetings one month in advance
- Naming the meeting purpose and required attendees
- Preparing and sending an agenda and any presentation material at least one week in advance
- Preparing and distributing meeting minutes within one week

For workshops, Consultant’s responsibilities also include:

- Submitting the associated draft deliverable and related presentation at least one week prior to the workshop
- Including decisions required at the workshop in the agenda
- Obtaining PMC’s input on workshop content

- Submitting the slides in PowerPoint format
- Leading a pre-call with PMC and Public Works to plan the workshop

For deliverables, Consultant will supply electronic copies (in PDF format) of the draft and the final versions to the City. The City will supply a comment file (*.xls) to the Consultant; Consultant will supply responses to resolve all comments prior to completing the final version of the deliverable. PDFs must be fully text-searchable and formatted to be navigable with a 'bookmark' for each heading and subheading. Final deliverables will incorporate review comments and decisions made at the associated workshop; workshop minutes, PowerPoint presentation, comment log, and decision log will be included as appendices.

Upon conclusion of the project, the Consultant will provide the City with all delivered files in original native file format (e.g., *.docx, .xlsx); this includes reports, CAD files, modeling files, spreadsheets, cost estimates, field photographs and videos, calculations, and all other deliverables.

All on-site condition assessment activities or other work performed by the Consultant shall be scheduled and coordinated with the City and Plant staff in advance. Note that the continued operation of the Plant and permit compliance is of the greatest importance. Any work on-site must be done in a manner not to disrupt the concurrent and ongoing operation of the Plant.

As related to the field activities, the City will perform the services necessary to shut down and isolate facilities for inspection. Securing equipment, opening access locations, and gravity draining of structures and/or piping will be conducted by the City unless otherwise noted. City staff will also dewater and hose down facilities to the best of their ability to reduce contractor costs and enhance the efficiency of work execution. This work will be coordinated with Plant operations and maintenance staff and is subject to staff availability, current construction requirements, proper lead time, and maintaining wastewater treatment requirements.

The City's procedures to secure specific wastewater treatment equipment/processes will be discussed at the kick-off meeting (includes entry to the WPCP, System Outage Requests (SOR), and various on-site safety requirements, etc.) and the need to follow these procedures to allow for the proper lead time, use of forms for shutdowns (minimum of 2 weeks in advance), and communication/coordination efforts cannot be overstated. Consultant will supply a 3-week "look-ahead" schedule to keep everyone up to date on progress and expected near-term work requirements. During shutdowns of major systems, the City expects the Consultant to make every effort to gather as much information as possible in those areas/systems/equipment to be inspected to minimize the number of shutdowns, frequency of shutdowns and/or excavations while maximizing the amount of relative information that is available.

The Consultant will perform all engineering and project management-related work necessary to prepare a condition assessment report suitable for use as the guiding document for the future Civil/Site Improvements Project. The scope of work includes a physical assessment of the specified WPCP yard piping, recommendations for repairs (to

include repair cost estimates/budget and schedule/duration), and a priority-based recommendation and phasing for replacement or rehabilitation. Consultant shall be aware of seasonal weather forecast constraints and available facility shutdown windows during the work schedule.

A. Project Management

The Consultant will be the primary responsible party for managing the project's schedule and Consultant's contract budget, including the schedule and budget of their subconsultants. Consultant must not perform any work they consider out-of-scope without prior written approval from the City. Consultant is also responsible for alerting the City if it ever becomes clear that the work as-scoped no longer appears likely to accomplish the goal as originally intended. In addition, the Consultant will lead a monthly progress meeting and prepare action item logs for later follow-up. During the period when active fieldwork (e.g., pipe inspection and condition assessment) is planned, the Consultant will lead a daily briefing on-site for the field team prior to prereview the day's agenda and confirm roles and responsibilities for planned activities. The Consultant is expected to maintain frequent and timely communication with City staff throughout the project.

Key personnel will be shown by name and role in the proposal. The Consultant will not replace key personnel without written approval from the City.

Consultant is responsible for the following items:

1. Project Management Plan

Consultant must submit a Draft and Final Project Management Plan that includes a calendar of meetings, workshops, and deliverables. This calendar will be tabular and include the name, date, required attendees, and decisions to be made at each workshop; and the subtask, deliverable name, draft due date, comment due date, final due date, and goal of each technical memoranda (TM). If desired, the Project Management Plan may be submitted in stages, as decisions needed for later activities become clearer while the project progresses.

2. Kick-off Meeting

Consultant shall organize and lead a Kick-off Meeting with City staff. Consultant's PM and the appropriate Project team members shall attend the Kick-off Meeting. Topics to be discussed at the meeting shall include the following:

- a. Introduction of key Consultant and City Project team members;
- b. Review of Consultant's understanding of the Project needs and goals;
- c. Summary of Project scope, schedule and deliverables;
- d. Recap of previously completed analyses, studies, and reports associated with the Project;
- e. Discussion of other projects underway and planned that may be dependent on and/or have implications for the Project;

- f. Other information Consultant thinks relevant to or necessary for Project and for which City may address by transmitting an existing document;
- g. Confirmation of next steps.

Consultant shall prepare and send a draft agenda and meeting materials at least a week in advance of the Kick-off Meeting and shall prepare meeting minutes following the Kick-off Meeting.

3. Project Schedules

Schedules will include all required workshops, all draft and final deliverables, onsite fieldwork, and external interfaces that affect Consultant's schedule. Schedules must allow two weeks for the City to review each deliverable. Consultant to send a project schedule update monthly.

4. Quality Assurance / Quality Control

Prior to submittal, all deliverables must be reviewed by a senior professional with applicable qualifications (e.g. NASSCO). Draft deliverables must be complete and technically reviewable by PMC and City reviewers. Prime firm must review and ensure the quality and accuracy of subconsultant-led deliverables and attend and manage the content of subconsultant-led calls and meetings.

5. Document Management

e-Builder will be used as the records management system for the Program. Consultant will use e-Builder to submit invoices and deliverables. One hour of training and licenses for up to three users will be provided to the Consultant.

6. Pay Applications

Consultant will invoice monthly. Invoices must include complete documentation of all project costs and include a cover page listing the total budget, amount authorized by notice to proceed (NTP), previous billed-to-date, current billing, and total billed-to-date for each task. Invoices must be accompanied by a brief progress report that lists the work done in the previous month.

7. Department of Industrial Relations (DIR) Requirements

In compliance with California Public Works Law, the Consultant and its subconsultants with prevailing wage workers, must register with the DIR. The City will coordinate with the Consultant to set up the project in the Labor Compliance Program Tracker (LCPTTracker). The Consultant and subconsultants must submit weekly certified payroll (CPR) to the DIR e-CPR website and to LCPTTracker for all prevailing wage work conducted that week, or state that no prevailing wage work was conducted during that week. At completion of the project, all weekly CPRs must be submitted in LCPTTracker with the last CPR marked final, the fringe benefit

statement (DAS 140, DAS 142, CAC 2, DAS Apprentice Certificates, as applicable), and all weeks of CPRs uploaded to the DIR e-CPR website.

8. Monthly Progress Reports

Consultant shall prepare and send a monthly progress report with the monthly invoice. The monthly progress report shall be a brief written summary of the progress made on each task, estimate the overall task's percent completion, and include the status of each deliverable. The monthly progress report shall also include any significant issues encountered, risks, or concerns Consultant has (e.g., predicts difficulty meeting the deadline for work due within the next 30 days for some reason beyond their control).

9. Progress Meetings

Consultant shall take part in monthly check-in calls with the City's designated project representative(s), and monthly status teleconferences with the City to discuss overall work progress and the status of near-term efforts and requirements. Communication that is more frequent may occur if necessary. Topics discussed at the meetings shall be decided in collaboration with the City. Consultant shall prepare agendas and materials in advance of the teleconferences and shall prepare meeting minutes following each teleconference.

Assumptions

Project duration is 15 months.

Monthly progress meetings are required until the final Condition Assessment Report is sent to the City.

Meetings and Workshops

Project kick-off meeting

Monthly progress meetings

Monthly check-in calls

Deliverables

Draft Project Management Plan

Final Project Management Plan

Monthly invoices and progress report

Weekly certified payroll submitted to e-CPR and LCPTTracker, when required per DIR

B. Risk-Based Prioritization

As part of the WPCP Master Plan, a consultant prepared a utility basemap of known yard piping assets. Although this exercise was adequate to support the design of new headworks/primary treatment and secondary treatment projects, it did not physically

confirm the location, size, material, and age of all of the existing buried yard piping assets at the WPCP, nor did it assess the condition of any assets.

Consultant shall focus on data gathering through a desktop exercise, using initial data to develop a risk analysis. Consultant shall submit a request for information (RFI) regarding existing, pertinent data to be provided by the City. The existing yard piping inventory will be provided by City and will be updated by Consultant as needed throughout the Project. Based on the existing data, Consultant shall perform a data gap analysis to identify needed data gap population. Considering the data gap analysis results, Consultant shall develop criteria and perform a risk analysis to prioritize yard piping inspections.

Consultant shall organize and facilitate one (1) workshop for up to two (2) hours with the City to review collected data, present any identified data gaps, and present proposed risk analysis criteria. The Consultant will work collaboratively with the City and PMC to confirm factors, weightings, and definitions impacting risk.

The Consultant shall identify the criticality of process piping that will impact WPCP operation. Consultant shall coordinate with Plant staff to identify redundant piping that can easily be isolated in the event of a failure. If required, Consultant shall identify redundant piping that will require assessment as a representative sample of piping that cannot be isolated, assuming similar age, material, and service environment. If yard piping is deemed critical and cannot be isolated, Consultant shall determine if piping improvements (additional piping, valving, etc.) can be made to allow for assessment and/or future redundancy.

Assessment of service environment exposure should be conducted for both internal exposure and external exposure to evaluate susceptibility to corrosive atmospheres and soil corrosivity, respectively, and other deterioration mechanisms.

Consultant shall organize and facilitate one (1) workshop up to two (2) hours with the City to review risk analysis results and proposed yard piping to include in the Condition Assessment Plan.

Assumptions

Potholing and other site investigations will not be required to support the desktop study.

Workshops will occur in person.

Meetings & Workshops

Workshop – Data Gap Analysis Results & Proposed Risk Criteria

Workshop – Risk Analysis Results

Deliverables

Workshop agenda, materials and minutes

Risk Analysis TM (Draft and Final)

C. Health and Safety Plan and Condition Assessment Work Plan

Consultant to identify qualified condition assessment team members consisting of engineers and technicians from the primary engineering disciplines who are experienced with performing pipeline condition ratings following industry standard, NASSCO PACP, guidelines and have the requisite training to safely perform this work at the WPCP. Consultant to describe how the execution of the project will be coordinated and communicated to Plant staff in a Health and Safety Plan and in Condition Assessment Work Plan deliverables.

1. Condition Assessment Work Plan

Consultant's Work Plan must describe the tools, techniques, and other resources planned to maximize the usefulness of data gathered within the available budget. Consultant's Work Plan must describe how the designated field staff and facility resources will be deployed to allow for the safe, effective, and efficient assessment of Plant assets. Consultant shall locate any pipes they have proposed to expose with the understanding that those pipes may not be in the exact location provided in the drawings. Consultant shall factor that into their recommendation of how to best spend the inspection budget and include the recommended approach in the Work Plan. Consultant shall organize and facilitate one (1) workshop for up to two (2) hours with the City to discuss and present the Condition Assessment Work Plan.

The Consultant shall communicate the approach to access facilities for inspection and coordinate with the City if shutdowns are required to conduct inspections. Some of the facilities identified for condition assessment are considered to be permit required confined spaces. Consultant must provide proof of confined space certification for all personnel participating in confined space-related activities to the City or City's agent. The Consultant is responsible for arranging/facilitating any Confined Space Rescue services as required by applicable regulations, in addition to having certified confined space entry teams while performing CSEs for condition assessment purposes. The Consultant shall conduct meetings with Plant staff to coordinate the sequencing of facility shutdown(s) to allow for the assessment of structures requiring confined space entry. SORs are to be submitted and approved in conjunction with the WPCPs Plant Shutdown Requests (PSR)/System Shutdown Request (SSR) forms. The SORs should also denote that all stakeholders have been informed of the activities to be performed.

Tools and techniques included in the Work Plan may include (but not be limited to) the following:

- Visual observations documented with digital photographs and videos
- CCTV inspection
- Coating assessments
- Qualitative concrete tests such as pH, hardness, sounding, etc.
- Ultrasonic thickness tests for major metallic mechanical piping and structures

- Concrete surface penetration radar (SPR) investigations to validate reinforcing steel placement and embedment depth

Consultant's Work Plan will include the following items (at a minimum):

- a. Review and acknowledgment of the following:
 - i. Record drawings
 - ii. Existing utility plan
 - iii. Previous condition assessments
- b. Prioritization of items for Condition Assessment
- c. Procedures for Condition Assessment activities to include:
 - i. Proposed access locations
 - ii. Estimated excavation locations and quantity
 - iii. SOR requirements
 - iv. Roles and Responsibility Matrix (City vs. Consultant)
 - v. Anticipated tools, techniques, equipment, labor, resources, etc.
 - vi. Duration/schedule
 - vii. Inspection forms
 - viii. Testing and reporting plan

Meetings & Workshops

Workshop – Condition Assessment Work Plan

Shutdown coordination meetings

Deliverables

- Site Specific Health and Safety Plan (Draft and Final)
- Condition Assessment Work Plan (Draft and Final)
- Workshop and meeting agenda, materials, and minutes

D. Condition Assessment

The purpose of this task is for the Consultant to perform condition assessment of selected yard piping to help inform yard piping rehabilitation needs based on the results of these assessments. When performing the physical condition assessment inspections, Consultant shall follow all applicable health and safety protocols.

1. Yard Piping Condition Assessment

Consultant shall perform the Condition Assessment per their Work Plan, prepared under Item C above for the existing piping listed below. The condition assessment shall be limited to non-destructive testing and visual observation. Condition assessments may leverage planned WPCP facility shutdowns, provided the outage duration does not conflict with start-up activities. Isolation and dewatering shall be

performed by WPCP staff. Consultant shall dewater residual process to facilitate the condition assessment as needed. Excavations shall be coordinated and performed by the Consultant.

Table 3. Yard Piping Inventory

PA #	Process Area	Utility Type	Process	Sizes ²	Estimated Length (FT) ¹	Materials ²
1	Digesters/Sludge Handling	Wastewater	Digester Drain	8"	7.5	Cast Iron
		Biosolids	Raw Sludge - Pipe Chase ³	6"	200	Cast Iron
			Transfer Sludge - Pipe Chase ³	6"	160	Cast Iron
			Circulation Sludge	6"	50	Cast Iron
			Digested Sludge - Pipe Chase ³	6"	160	Cast Iron
2	Power Generation System	Gas	Digester Gas ⁴	8"	60	Cast Iron
			Mixed Gas	6"	250	HDPE
		Drain	PGF Drain – Pipe Chase ³	6"	100	Unknown
3	Pond Effluent	Secondary	Pond Effluent	36"	125	Steel
			Process Overflow	48"	500	Reinforced Concrete Pipe
4	Fixed Growth Reactors	Tertiary	Fixed Growth Reactor Influent	24"	170	Cast Iron
				27"	220	Cast Iron
			Fixed Growth Reactor Effluent	30"	85	Reinforced Concrete Pipe
			Fixed Growth Reactor Effluent	60"	185	Reinforced Concrete Pipe
			Transfer Channel	4.5' Wide (min.) Two 4' Tall Channels	100	Reinforced Concrete Pipe
5	Air Flotation Tanks (1 and 4)	Tertiary	AFT Influent	30"	40	Concrete Cylinder Pipe
			AFT Effluent	30"	60	Concrete Cylinder Pipe
		Decant	Float WAS	6"	200	Cast Iron
		Drain	Tank Drain	4"-6"	150	Unknown
	Air Flotation Tanks (2 and 3)	Tertiary	AFT Influent	30"	40	Concrete Cylinder Pipe

PA #	Process Area	Utility Type	Process	Sizes ²	Estimated Length (FT) ¹	Materials ²
			AFT Effluent	30"	60	Concrete Cylinder Pipe
		Decant	Float WAS	6"	350	Cast Iron
		Drain	Tank Drain	4"-6"	150	Unknown
6	Dual Media Filters	Tertiary	Applied Water from AFTs	42"	120	Reinforced Concrete Pipe
			Applied Water from Distribution Structure	48"	300	Reinforced Concrete Pipe
			Filter Bypass	48"	170	Reinforced Concrete Pipe
			Backwash	30"	130	Cast Iron
			Filter Water	24"	72	Cast Iron
				48"	210	Cast Iron
7	Other (Water, Air)	Water	2W – Pipe Chase ³	2"-4"	200	Cast Iron
			3W – Pipe Chase ³	4"-6"	300	Cast Iron
			3W – Yard Piping	6"	1100	Cast Iron
			Potable Water	10"	780	Cast Iron
		Air	Service Air – Pipe Chase ³	2"	300	Cast Iron

Table Footnotes:

1. Lengths presented in this table are estimated from record drawings, as-builts and input from Plant staff. Lengths of yard piping may vary from what is shown in the table.
2. Piping size and materials may vary from what is shown in this table. Field verify yard piping size and material.
3. Sections of piping, valves and appurtenances within the underground digester piping chase have been periodically replaced since they were original installation. Field verification of condition assessment scope within the underground chase is necessary.
4. Segments of the digester gas piping have been periodically replaced. Field verification is needed and should focus on piping tees and crosses.

2. Condition Assessment Report

The results of the condition assessment are to be documented in the Condition Assessment Report. Consultant shall update the risk analysis performed under Task B using data collected during Task D.1. Data shall be used to determine rehabilitation needs and options for managing the remaining useful life of the assessed assets. Consultant shall extrapolate data as needed to prioritize all yard piping within the WPCP. Report to present results using clear terminology and graphics suitable for decision maker audience.

Condition Assessment Report to include the following items (at a minimum):

- a. Executive Summary
- b. Brief description of existing facilities based on information provided by the City
- c. Approach for condition assessment activities (including assessment technologies used)
- d. Description of the assessment ratings scale, criticality factors, and resulting risk level.
- e. Inspection forms
- f. Test Results
- g. Discussion of assessment test results (including scoring methodology and criteria used to assign a physical condition rating to each asset tied towards the development of remaining useful life estimates)
- h. Table and site plan (e.g., color-coded PDF) with list of all assets and IDs illustrating pipeline condition and attributes. Consultant shall coordinate with City staff on data output format so that it may be integrated into future GIS.
- i. Conclusions and priority-based recommendations (including remaining useful life)
- j. Suggested repair methods
- k. Planning level budget/estimate of future repair work
- l. Future improvement plan schedule (including prioritization of repairs and methods used for prioritization of recommended improvements and phasing of repair work)

3. Condition Assessment Review Workshop

Consultant shall organize and facilitate one (1) workshop up to two (2) hours with the City to present and discuss the draft Condition Assessment Report and prepare meeting agenda, materials and minutes.

Assumptions:

- Inspections will be conducted during dry weather months to offer WPCP and assessment team the most flexibility to access piping and capture the maximum amount of data.
- Inspections will be conducted contingent upon safe access and conditions of the facilities. Plant staff will provide safe access and drain and dewater facilities to be inspected to the extent possible. An assumed level of effort with respect to access, required equipment, and contractor support has been included in this proposal; however, detailed planning has not been conducted and the requirements for a given assessment may require more or less effort.
- Inspections may require facility shutdowns. Consultant will work with Plant staff to plan and coordinate shutdowns with adequate advance notice. Plant and equipment

operations associated with inspections will be performed by Plant staff, including shutdowns, equipment operation and equipment lockout-tagouts.

- Inspections are contingent on Plant operations and existing conditions. Schedule may need to shift to accommodate unforeseen events.
- Disposal of any materials collected on-site during field activities (e.g., water from dewatering and cleaning, or soil from potholing and excavations) must be coordinated with Plant staff in advance of field activities. Consultant is responsible for disposal, including any required testing or permits.
- Unless otherwise scheduled, work hours will be between 8:00am – 4:00pm.
- Where confined space entry will be performed, Consultant will provide a minimum 3-person confined space entry and rescue crew and the necessary confined space and testing equipment. Consultant may retain the services of a confined space rescue contractor to provide an additional 3-person on-site rescue team for complex entries.
- Workshops will occur in person.

Meetings and Workshops

- Condition Assessment Results Workshop

Deliverables

- Condition Assessment Report (Draft and Final)
- Condition Assessment Report Attachments (Photos, CCTV video and other test reports)
- Workshop agenda, materials and minutes

E. Inter-project Coordination

Consultant shall attend inter-project coordination meetings up to eight (8) hours in total with the Master Plan Update Consultant to allow for knowledge transfer and respond to any outstanding questions regarding the findings and recommendations outlined in the Condition Assessment Report.

F. Optional Services

The following services are not included in the base scope, but the Consultant shall include pricing in Attachment C in the event these optional services are required during the Project:

1. Bypass pumping/unforeseeable events

It is not anticipated that bypass pumping will be required. However, once agreed upon by the City, the Consultant shall be responsible for the sourcing and procurement of a bypass pumping contractor, as needed. The City has allocated an allowance of up to \$100,000 for bypass pumping activities and unforeseeable events.

2. Pre-inspection cleaning

Plant staff will provide safe access and drain and dewater facilities to be inspected to the extent possible. To minimize cleaning efforts, Consultant will work with Plant staff to determine the minimum cleaning required to complete the inspections. An allowance of \$100,000 is included in the consultant budget for facility cleaning (once limits of cleaning are agreed upon by the City) to augment pre-inspection cleaning, if needed.

V. Preliminary Schedule

The Consultant is responsible for developing and maintaining a detailed work breakdown structure and schedule as part of the Project Management Plan noted in Section III.A. Consultant to include a preliminary schedule in the proposal. The City's preliminary milestone dates are as follows:

NTP on awarded contract – Q1 2024

Submittal of Major Deliverables:

Workshop – Data Gap Analysis Results & Proposed Risk Criteria – January 2024

Workshop – Risk Analysis Results – March 2024

Final Condition Assessment Work Plan – June 2024

Draft Condition Assessment Report– November 2024

Final Condition Assessment Report – December 2024

VI. Available Documents

Attachment 1: Overall Water Pollution Control Plant layout figures, including locations of items listed within the Condition Assessment Scope of Work.

The list below is available for information only at the Sunnyvale Cleanwater website (www.sunnyvalecleanwater.com).

City of Sunnyvale Asset Condition Assessment; Carollo Engineers; August 2006.

Record drawings. The City does not guarantee the accuracy or completeness of record drawings. Consultant shall verify any information related to this project and relied upon for execution of this work to their professional satisfaction.

Sewage Treatment Works, Brown and Caldwell, March 1955

Sewage Treatment Plant Enlargement, Brown and Caldwell, July 1961

Sewage Treatment Plant Enlargement and Modifications, Brown and Caldwell, December 1969

Drawings for Oxidation Pond, Brown & Caldwell. October 1965 (Construction of pond berms, channels, and transfer pipes).

Oxidation Pond Additions, Brown & Caldwell, January 1966 (Pond Recirculation Pumping Station)

WPCP Tertiary Facilities, Brown & Caldwell, July 1975. As-Built version (not dated) includes 22 sheets only. (includes most of the existing Tertiary Plant plus oxidation pond effluent pumps & effluent structure)

Tertiary Facilities Capacity Expansion & Process Improvements, Contract C-1 (AFT #4, CCT#4), James M. Montgomery, 1982. Record drawings dated April 1985

- Addition of Dual Media Filter #4, Brown & Caldwell, December 1980. Record Drawings (not dated)
- WPCP Polymer Feed System Polymer Feed System Improvements, Kennedy/Jenks Consultants and EOA, Inc., July 1997. (Record drawings dated Jan 1988).
- WPCP Tertiary Plant Improvements, Kennedy/Jenks Consultants and EOA, Inc., July 1997. (Chlorine Contact Tank modifications for recycled water production. Record drawings dated Sept 2000).
- WPCP Sodium Bisulfite System, UY-09/01-10, RMC Water and Environment, November 4, 2009.
- WPCP Electrical System Overview, November 2011.
- WPCP Rehabilitation of WPCP Digester No. 4, UU-08/01-09, Carollo, March 2009.
- WPCP Rehabilitation of Anaerobic Digesters No. 1 and No. 2 and Improvements to No. 3, UY-11/01-12, Kennedy/Jenks Consultants, June 2013.
- WPCP Primary Treatment Facility – Package 1, Carollo (In association with HDR), September 2015.
- WPCP Primary Treatment Facility – Package 2, Carollo (In association with HDR), May 2017.
- WPCP Hypochlorite Conversion and Continuous Recycled Water Production Facilities, UY-12/09-15, HDR, February 2015.
- WPCP Emergency Flow Management Improvements, UY-14/01-15, CDM Smith, March 2015.
- WPCP DMF 1 and 2 Improvements, Carollo 2016.
- WPCP Asset Condition Assessment Summary Report, Carollo, 2006.
- WPCP Facility Condition Assessment Project, UY-19-01, AECOM, 2019.
- WPCP Site Preparation Project, UY-20-02, Carollo, May 2021.
- WPCP Secondary Treatment and Dewatering Project, UY-21-07, Carollo, March 2022.
- WPCP Existing Plant Rehabilitation Project, UY-21-04, Carollo (in association with Brown and Caldwell), September 2022.

VII. Glossary of Abbreviations

CAD	computer-aided drafting
CEQA	California Environmental Quality Act
CPR	Certified Payroll
DIR	Department of Industrial Relations
ESD	Environmental Services Department

FGR	Fixed Growth Reactor
LCPTTracker	Labor Compliance Program Tracker
MGD	million gallons per day
NTP	notice to proceed
PDF	portable document format
PE	primary effluent
PEIR	Program Environmental Impact Report
PMC	Program management consultant
Program	Sunnyvale Cleanwater Program
SIP	Strategic Infrastructure Plan
SMaRT	Sunnyvale Materials Recovery and Transfer
SOR	system outage requests
SPR	surface penetration radar
TM	technical memoranda
UV	ultraviolet
WPCP	Water Pollution Control Plant, City of Sunnyvale

III. Appendices

1. Labor Compliance

Appendix 1 - 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.

Task Item		Labor									ODCs																		
Task	Description	Principal-in-Charge	Senior Project Manager	Senior Project Engineer	Associate Engineer	Graduate Engineer	Engineering Associate	Project Admin/Clerical	Total Labor Hours	Subtotal Labor Cost	Truck (per day)	CSE Truck & Equip (per day)	Mileage (per mile)	Soil Sample Analysis (cost+10% (per sample))	Olympus 38DL/Epoch XT UT Gauge (per day)	BEM equipment (per day)	BEM processing (cost+10% (per data set))	GSSI Mini HR Surface Penetrating Radar (per day)	Subconsultant - Potholing (cost+10% (per pothole))	Subcontractor - Excavation (cost+10% (per pit))	Subconsultant - CCTV (cost+10% (per project))	Subconsultant - MSI (cost+10% (per project))	Prevailing Wage Markup (25% of Travel/Onsite Labor)	Field Materials (at cost) (per project)	Subtotal ODC	Total Cost by Task			
1	Project Management	3	135	6	52	0	0	121	317	\$ 64,770	\$ 500	\$ -	\$ 157	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 657	\$ 65,427		
	Setup/PM/admin		60					120	180	\$ 29,700																\$ -	\$ 29,700		
	Kickoff meeting	2	6	6	6				20	\$ 5,172	1		80													\$ 152.40	\$ 5,324		
	Progress meetings (monthly)		30		30				60	\$ 14,850																\$ -	\$ 14,850		
	Site meetings (4)		16						16	\$ 4,656	4		160													\$ 504.80	\$ 5,161		
	Progress reports (monthly)		15						15	\$ 4,365																\$ -	\$ 4,365		
	PMP	1	8		16			1	26	\$ 6,027																\$ -	\$ 6,027		
2	Data Review, Gap Analysis, Preliminary Investigations, Risk Based Prioritization	2	72	136	104	0	0	0	314	\$ 77,650	\$ 300	\$ -	\$ 52	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 332	\$ -	\$ 684	\$ 78,334		
	Data review		24	40	40				104	\$ 25,384																\$ -	\$ 25,384		
	Gap analysis		8	24	16				48	\$ 11,736																\$ -	\$ 11,736		
	Risk analysis criteria		8	8	8				24	\$ 6,008																\$ -	\$ 6,008		
	Tech memo		8	40	16				64	\$ 15,832																\$ -	\$ 15,832		
	Workshop	2	8	8	8				26	\$ 6,674																\$ -	\$ 6,674		
	Redundancy/improvements evaluation		8	8					16	\$ 4,376																\$ -	\$ 4,376		
	Soil resistivity				8				8	\$ 1,632	1												\$ 332		\$ 432	\$ 2,064			
	Recon site visits (2)		8	8	8				24	\$ 6,008	2		80												\$ 252	\$ 6,260			
3	Condition Assessment and H&S Plan	4	56	88	44	0	0	8	200	\$ 49,948	\$ 400	\$ -	\$ 157	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 557	\$ 50,505		
	CA work plan draft		24	40	16			2	82	\$ 20,692																\$ -	\$ 20,692		
	CA work plan final		2	8	4			2	16	\$ 3,650																\$ -	\$ 3,650		
	H&S work plan draft	1	8	16	2			2	29	\$ 7,369																\$ -	\$ 7,369		
	H&S work plan final	1	2	4	2			2	11	\$ 2,551																\$ -	\$ 2,551		
	coordination meetings (3)		12	12	12				36	\$ 9,012	3		160													\$ 405	\$ 9,417		
	Workshop	2	8	8	8				26	\$ 6,674	1		80													\$ 152	\$ 6,826		
4	Condition Assessment Investigations	0	60	226	165	176	176	0	803	\$ 165,296	\$ 1,900	\$ 2,400	\$ 668	\$ 4,111	\$ 1,105	\$ 11,050	\$ 100,000	\$ 1,650	\$ 30,000	\$ 49,500	\$ 11,000	\$ 66,000	\$ 29,050	\$ 1,215	\$ 309,650	\$ 474,946			
a.1	Metal above grade/vaults - prep/ODCs/data		4	3	3				10	\$ 2,544	3		240				6						\$ 2,490	175	\$ 29,928	\$ 32,472			
	Metal above grade/vaults - onsite (pw)			24	24				48	\$ 11,040																\$ -	\$ 11,040		
	Metal above grade/vaults - travel (pw)			6	6				12	\$ 2,760																\$ -	\$ 2,760		
a.2	Metal in pipe chases - prep/ODCs/data		3	3	3	3	3		12	\$ 2,340	3	3	240				6						\$ 4,980	175	\$ 32,867	\$ 35,207			
	Metal in pipe chases - onsite (pw)			24	24	24	24		96	\$ 18,720																\$ -	\$ 18,720		
	Metal in pipe chases - travel (pw)			6	6	6	6		24	\$ 4,680																\$ -	\$ 4,680		
a.3	Metal buried piping - prep/ODCs/data		8	16	7	7	7		45	\$ 10,092	7	7	300	13	7	7	13		10	3			\$ 11,620	365	\$ 156,088	\$ 166,180			
	Metal buried piping - onsite (pw)			56	56	56	56		224	\$ 43,680																\$ -	\$ 43,680		
	Metal buried piping - travel (pw)			14	14	14	14		56	\$ 10,920																\$ -	\$ 10,920		
a.4	Metal large pipe (CCTV)			8					8	\$ 2,048										10000					\$ 11,000	\$ 13,048			
b.1	Concrete pipe 42" and larger - prep/ODCs/data		4	4		4	4		16	\$ 3,468	4	4	160					4					\$ 6,640	350	\$ 9,195	\$ 12,663			
	Concrete pipe 42" and larger - onsite (pw)		32	32		32	32		128	\$ 27,744																\$ -	\$ 27,744		
	Concrete pipe 42" and larger - travel (pw)		8	8		8	8		32	\$ 6,936																\$ -	\$ 6,936		
b.2	Concrete pipe less than 42" - prep/ODCs/data		4	2	2	2	2		12	\$ 2,724	2	2	80					2				60000	\$ 3,320	150	\$ 70,572	\$ 73,296			
	Concrete pipe less than 42" - onsite (pw)			16	16	16	16		64	\$ 12,480																\$ -	\$ 12,480		
	Concrete pipe less than 42" - travel (pw)			4	4	4	4		16	\$ 3,120																\$ -	\$ 3,120		
5	Condition Assessment Report	12	84	164	164	64	0	8	496	\$ 115,320	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,468	\$ 5,468	\$ 120,788		
	Data compilation/analysis			40	80	64			184	\$ 37,184																\$ -	\$ 37,184		
	Draft CA report		40	80	40				160	\$ 40,280																\$ -	\$ 40,280		
	Final CA report		8	24	16				48	\$ 11,736																\$ -	\$ 11,736		
	Cost estimates	2	8	8	16				34	\$ 8,306														5468	\$ 5,468	\$ 13,774			
	QAQC	8	8					8	24	\$ 5,808																\$ -	\$ 5,808		
	Workshop	2	12	12	12				38	\$ 9,678																\$ -	\$ 9,678		
	Coordinate with MP Update Consultant		8						8	\$ 2,328																\$ -	\$ 2,328		
6	Contingency Task	8	60	80	40	0	0	8	196	\$ 49,580	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 159,500	\$ -	\$ 920	\$ 160,420	\$ 210,000
	ONLY INSERT ROWS BELOW THIS ROW								0	\$ -																\$ -	\$ -		
		8	60	80	40			8	196	\$ 49,580															145000	920	\$ 160,420	\$ 210,000	
									0	\$ -																\$ -	\$ -		
7	Optional Dewatering and Cleaning	0	40	40	0	0	0	0	80	\$ 21,880	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 178,120	\$ 178,120	\$ 200,000	
			20	20					40	\$ 10,940																89060	\$ 89,060	\$ 100,000	
			20	20					40	\$ 10,940																89060	\$ 89,060	\$ 100,000	
	Units	29	507	740	569	240	176	145	2406		31	16	1580	13	13	13	25	6	10	3	10000	205000	29382	185723					
	Rate	\$ 333.00	\$ 291.00	\$ 2																									

Exhibit C 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.

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, employees, agents, and volunteers 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, 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 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 shall be primary. Any insurance or self-insurance maintained by the City of Sunnyvale, its officers, officials, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not contribute with it 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 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 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 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 PINSAdvantge.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 Consultant requesting proof of insurance for this Contract through the PINS platform (no-reply@pinsadvantage.com), which include 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 PINS. The City reserves the right to require complete, certified copies of 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.