

**DRAFT SERVICES AGREEMENT BETWEEN CITY OF SUNNYVALE AND SYNAGRO-WWT,  
INC. FOR BIOSOLIDS HANDLING & DISPOSAL  
AND DIGESTER CLEANING**

THIS AGREEMENT dated \_\_\_\_\_ is by and between the CITY OF SUNNYVALE, a California chartered municipal corporation ("CITY"), and SYNAGRO-WWT, INC. ("CONTRACTOR"), a Maryland corporation.

WHEREAS, CITY is in need of specialized services for Biosolids Handling and Disposal and Digester Cleaning; and

WHEREAS, CITY advertised a Request for Proposals (RFP) F25-512 on August 7, 2025, for Biosolids Handling & Disposal and Digester Cleaning; and

WHEREAS, CONTRACTOR submitted a proposal on September 18, 2025; and

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

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

1. Services by CONTRACTOR

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

All exhibits referenced in this Agreement are attached hereto and are incorporated herein by reference. Except as specified in this Agreement, CONTRACTOR shall furnish all technical 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. Contract Term

The term of this Agreement shall be for two (2) years from September 3, 2026, unless otherwise terminated in accordance with Section 17 below. Agreement may be renewed for an additional three (3) one-year periods at the sole option of the City.

3. Payment of Fees and Expenses

CITY agrees to pay CONTRACTOR at the rates set forth in Exhibit "B". Total compensation shall not exceed Four Million and No/100 Dollars (\$4,000,000.00), unless upon written modification to this Agreement signed by both parties. CONTRACTOR shall submit progress payment invoices to CITY no more frequently than monthly to be paid in accordance with the procedures set forth in Exhibit "B".

All invoices, including detailed backup, shall be sent to City of Sunnyvale, attention Accounts Payable, P.O. Box 3707, Sunnyvale, CA 94088-3707 or [accountspayable@sunnyvale.ca.gov](mailto:accountspayable@sunnyvale.ca.gov). Payment shall be made within thirty (30) days upon receipt of an accurate, itemized invoice by CITY's Accounts Payable Unit.

4. No Assignment of Agreement

CONTRACTOR shall 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 CONTRACTOR 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 CONTRACTOR's firm, the surviving member or members shall complete the services covered by this Agreement. Any such assignment shall not relieve CONTRACTOR from any liability under the terms of this Agreement.

5. Independent Contractor

CONTRACTOR 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 CONTRACTOR in connection with this Agreement will be employees of CONTRACTOR and not employees of CITY in any respect. CONTRACTOR is responsible for obtaining statutory Workers' Compensation coverage for its employees.

6. Standard of Workmanship

CONTRACTOR 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 CONTRACTOR's representations regarding its skills and knowledge. CONTRACTOR 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.

7. Responsibility of CONTRACTOR

CONTRACTOR 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 CONTRACTOR shall be and remain liable to CITY in accordance with applicable law for all damages to CITY caused by CONTRACTOR's negligent performance of any of the services furnished under this Agreement.

8. Right of CITY to Inspect Records of CONTRACTOR

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 CONTRACTOR for the purpose of verifying any and all charges made by CONTRACTOR in connection with this Agreement. CONTRACTOR shall maintain for a minimum period of three (3) years from the date of final payment to CONTRACTOR 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 CONTRACTOR. Any expenses not so recorded shall be disallowed by CITY.

9. No Pledging of CITY's Credit

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

#### 10. 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 CONTRACTOR 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, CONTRACTOR 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.

#### 11. Indemnity

To the fullest extent permitted by law, CONTRACTOR shall hold harmless, defend at its own expense, and indemnify the City and its officers, officials, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions of CONTRACTOR or its officers, agents, or employees in rendering services under this Agreement; excluding, however, such liability, claims, losses, damages, or expenses arising from the City's sole negligence or willful acts. 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. CONTRACTOR's responsibility for such defense and indemnity obligations shall survive the termination or completion of this agreement.

#### 12. Insurance Requirements

The City requires that CONTRACTOR maintain insurance requirements on the electronic insurance verification system. CONTRACTOR 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" for approval by the City Risk Manager prior to CONTRACTOR (or subcontractor) commencing any work under this Agreement.

#### 13. 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.

#### 14. Conflict of Interest

CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR shall not accept employment or an obligation which is inconsistent or incompatible with CONTRACTOR'S obligations under this Agreement.

#### 15. Governing Law, Jurisdiction and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to conflict of law or choice 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.

#### 16. Records, Reports and Documentation

CONTRACTOR shall maintain complete and accurate records of its operation, including any and all additional records required by CITY in writing. CONTRACTOR shall submit to CITY any and all reports concerning its performance under this Agreement that may be requested by CITY in writing. CONTRACTOR agrees to assist CITY in meeting CITY's reporting requirements to the state and other agencies with respect to CONTRACTOR'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.

## 17. Termination of Agreement

- A. If CONTRACTOR 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 CONTRACTOR. In the event of such termination, CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR. In the event of such termination, CONTRACTOR 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. CONTRACTOR shall present CITY with any work product completed at that point in time.
- C. If CITY fails to pay CONTRACTOR, CONTRACTOR 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.

## 18. 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 CONTRACTORS are listed in the project work plan.

## 19. Compliance with Laws

- A. CONTRACTOR shall not discriminate against, or engage in the harassment of, any City employee or volunteer or any employee of CONTRACTOR or applicant for employment because of an individual's 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 protected characteristic in violation of federal or state law. This prohibition shall apply to all of CONTRACTOR's employment practices and to all of CONTRACTOR's activities as a provider of services to the City.
- B. CONTRACTOR shall comply with all federal, state and city laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the Agreement.

## 20. Changes

CITY or CONTRACTOR 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 CONTRACTOR, shall be incorporated in amendments to this Agreement in accordance with Section 24 below.

## 21. Other Agreements

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

## 22. 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.

## 23. 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.

## 24. 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 by 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.

## 25. Force Majeure

Neither Party shall be liable to the other Party for breach or for failure or delay in the performance of its obligations hereunder caused by natural disasters, epidemics, pandemics, riots, war, strikes (except any strikes involving a Party's personnel); a material change in Federal, State law;; extreme weather conditions including, for example, hurricanes, tornadoes;;acts of terrorism; and acts of God. It is specifically understood that, without limitation, none of the following acts, events or circumstances shall constitute an act or occurrence beyond a Party's reasonable control: (i) reasonably anticipated weather conditions or (ii) any failure to pay any sums in accordance with the terms of this Agreement. Whenever the provisions of this Section are believed to apply, the Party relying thereon shall give prompt notice to the other Party of the circumstances, the basis for applicability of this Section and the time required to cure such breach or delay and Contractor and Customer shall use reasonable best efforts to agree on appropriate mitigating actions under the circumstances.

## 26. Miscellaneous

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

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF SUNNYVALE ("CITY")

SYNAGRO-WWT, INC ("CONTRACTOR")

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

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

ATTEST:

By \_\_\_\_\_

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

APPROVED AS TO FORM:

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

## Exhibit A Detailed Scope of Work

### *A. Pond Solids Dredging and Dewatering and Disposal*

This element of the project will continue the process of removing a limited quantity of accumulated sediments (biosolids) from Oxidation Pond #2 by dredging, and for dewatering and disposal of those solids. Facilities for dewatering shall be located at a designated area in the main plant north of Primary Sedimentation Basin #10 in the Main Treatment Plant Area (see Figure 2). Therefore, dredged solids must be transported from the dredge to the dewatering area, through a pipeline provided by the City or by the Contractor under Alternate #1.

The 2004 pilot project and 2010-2018 full scale project verified that pond solids meet all regulatory requirements for Class "B" biosolids. Analytical data from the full-scale project are contained in Annual Biosolids Reports.

**Contractor shall endeavor to provide services at the lowest rate as set forth in Exhibit "B" Fee Schedule and City shall reimburse Contractor based on rate charged by land application site. Contractor shall request prior written approval from City's PM if, based on weather or other external circumstance, service cannot be completed at the lowest rate as outlined in Exhibit "B".**

#### Removal of Pond Solids

It is the City's intent that the Contractor remove, process, and dispose of solids from Oxidation Pond #2 at a rate not to exceed 50 dry tons on any single day, with a total removal of 2,000 dry tons per year, or up to 10,000 dry tons over the course of the contract. This daily limit has been selected to minimize impacts of the project on the oxidation pond effluent quality and on day-to-day WPCP operations.

The City may accelerate the schedule (i.e., allow processing of greater than 2000 ton's year) at its sole discretion. Conversely, the City may require processing at a lower daily rate, require dredging operations to be moved to a different area of the pond, or order a complete halt to dredging and processing if the project results in or threatens to result in unacceptable impacts on wastewater quality or plant operations, or for any other reason determined by the City to be in its best interests.

The City has identified that past dredging operations during the summer months (June-September) had adverse impacts on the WPCP's ability to consistently meet the seasonal ammonia limit specified in its NPDES permit. **For this reason, pond dredging operations are limited to the period of September 15 – April 15** with the understanding that this period may be extended through the end of May at the City's sole discretion if conditions are favorable.

Solids shall be removed from specific locations within Oxidation Pond #2 as specified by the City. The specified locations may include any area within 100-750 feet of the pond levees as shown in Figure 3. Dredging shall not be conducted within 100 feet of the levees. The Contractor is required to dredge by leveling out ("mowing") an area rather than potholing, so as to achieve a uniform depth within the working area, since the overall goal is to restore water column depth and uniformity.

The Contractor is required to utilize a GPS-based system to continuously monitor and record the dredging location (minimum recording interval 5 minutes). Dredge cutterhead depth shall also be monitored and recorded continuously. The Contractor shall provide the City with a weekly summary report that, at a minimum, delineates on an aerial map the specific area dredged and maximum cutterhead depth for each day of operation. All data shall be summarized and provided in an electronic format acceptable to the City by the beginning of the following week.

Refer to Section III.F for instructions regarding requirements and Proposer pricing for a pipeline to convey dredged pond solids to the solids processing area, and to Section III.E for project mobilization and demobilization pricing.

#### Pond Solids Dewatering and Disposal

Processing (dewatering) of the removed pond solids in preparation for transportation shall be done within an area identified on Figure 2. Electrical power at 480 volts is available in that area, sourced from the plant's 5 kV switchgear via breaker 52-2 and 500 kVA step-down transformer. The Contractor may utilize this power at no cost, but is responsible for providing its own Motor Control Center, dewatering equipment, polymer, and polymer blending equipment. The City will provide a source of recycled water (No. 3 water) at this location for use as washdown water. Filtrate and/or centrate may be discharged to a nearby primary effluent junction box (Junction Box #10) or to the plant drainage system. All connections to these utilities and drains, and all other necessary equipment, materials, supplies, storage facilities and labor shall be supplied by the Contractor. Solids shall be dewatered to a level determined by the Contractor for efficiency of operations and disposal.

Additionally, it was discovered in 2012 that the use of ferrous chloride ( $\text{FeCl}_2$ ) is necessary at times to mitigate hydrogen sulfide gas ( $\text{H}_2\text{S}$ ) coming from dredged ponds solids. The Contractor is responsible for monitoring atmospheric hydrogen sulfide at the dredge site and WPCP dewatering facilities for worker safety consistent with OSHA requirements. The City pays for the cost of the ferrous chloride used for  $\text{H}_2\text{S}$  control. Should the contractor use excess ferrous chloride for improved dewatering, it will do so at its own expense. Measurement of the chemical used will be based on replenishment of the inventory and will be corroborated with chemical usage as documented by a daily log and flow meter readings.

#### Pond Solids: Estimated Quantity

For solids from Oxidation Pond #2, the net quantity of dewatered solids (dry tons) hauled from the WPCP for disposal or reuse will be the sole basis of payment under the contract. Payment will be on a dry ton basis. Proposals shall specify a unit price per dry ton that includes removal of material from Oxidation Pond #2, dewatering, transportation, disposal, and all related costs. Proposers shall assume that the material will continue to meet all requirements for Class "B" biosolids.

#### *B. Digester Solids Dewatering (pre-CAS Period) and Disposal*

The Contractor shall provide services for dewatering and disposal of digested solids produced from the WPCPs anaerobic digesters. Currently, dewatered digester biosolids are generated at a rate of approximately 425 dry tons/year.<sup>1</sup> This rate is expected to continue at approximately this level until the CAS facilities come on line.

Current practice is for WPCP Operations staff to deliver digested biosolids at an average total solids content of ~2% through an existing pipeline that terminates near the wall of Primary Sedimentation Basin #10. From there, the Contractor conveys the material to its holding/mixing tank and dewatering equipment. Dewatered solids are stockpiled in the same area and removed at frequent intervals. By mutual agreement, the Contractor's digester solids dewatering system is operated once per week, with the WPCP delivering 80,000 to 100,000 gallons/day (this flow may be discontinuous, and is coordinated with Contractor operations to the extent practicable). This schedule has proven to be efficient for both Contractor and WPCP Operations staff, although the WPCP remains open to other mutually satisfactory schedules.

The Contractor's digester dewatering and stockpiling operations shall be conducted in the same area that is used for pond solids dewatering, currently just north of Primary Sedimentation Basin #10.

#### Performance Requirements for Digester Solids Dewatering

Performance requirements for the Contractor's digester dewatering operations are as follows:

- Solids capture efficiency > 90%, 5-day running average
- Dewatered solids % TS: > 21%, 5-day running average (pre-CAS)
- Equipment availability ((Uptime)/(Uptime + Downtime)) > 90%

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<sup>1</sup> This value reflects current operational practices (partial thickening in the secondary digester, with only thickened biosolids directed to the dewatering process) and is significantly below the total quantity of digested sludge potentially available if all digested sludge were processed through dewatering (i.e., no wasting of secondary digester decant).

All dewatering and associated equipment shall be maintained in good condition to provide a high reliability and availability. Recognizing that space for Contractor operations is limited, the Contractor is not required to have standby dewatering capacity available on site.

**C. On-Call Digester Cleaning and Disposal**

Contractor shall, at the City’s discretion, provide digester cleaning, solids dewatering, solids transportation and disposal services. The WPCP’s current cleaning schedule, which is expected (but not guaranteed) to continue through the contract period, is roughly one digester cleaning per year. However, it should be noted that since a new headworks with state-of-the-art screening and grit removal technology has been placed in service, WPCP Operations staff have successfully dewatered and cleaned a digester without contractor support.

The previous procedure for digester cleaning calls for WPCP Operations to stop feeding the digester, secure the digester after gas production has ceased (approximately 10 days), and to remove digested biosolids to just below the level of the entry hatches (approximately grade level). At this level, the volume of material remaining is ~50,000 cubic feet in digesters #1, #2, #3 and ~78,000 cubic feet in digester #4. The solids removed by WPCP Operations staff are routed to the dewatering system and considered part of the routine digester solids dewatering stream for payment purposes. After this preliminary solids removal step, the digester is then turned over to the Contractor to complete the cleaning process.

If needed by WPCP Operations, all remaining material in the digester shall be removed by the Contractor, including any rags or fibrous material attached to piping or supports. The WPCP will provide electrical power and washwater. The Contractor shall utilize its own pump(s) and temporary piping to convey the material to its dewatering and transport facilities. Since very little area is available for dewatered solids storage, material must be removed in a timely manner (e.g., within one week). If necessary, the WPCP will coordinate with the Contractor to reduce the volume delivered for routine digester dewatering or adjust delivery schedules. However, if WAS thickening is in progress (post-CAS period), that operation must continue on the normal schedule.

**D. Summary of Estimated Quantities**

The estimated quantities of solids generated are listed in Table 1. Estimates for pond solids, digester solids, and digester cleaning solids represent the net quantities transported for final disposal. The estimate for WAS thickening represents the quantity to be processed (thickener feed). These values represent the City’s current best estimates based on current flow projections and other factors, and should not be interpreted as guaranteed amounts. Actual quantities may vary. Proposer pricing is only required for quantities in the areas shaded, and only those quantities will be considered in the evaluation of the Proposer’s unit costs.

**Table 1. Estimated Quantities of Solids**  
**Shaded quantities are Used in Bid Price Evaluation**

<b>Fiscal Year</b>	<b>Pond Solids dry tons/yr</b>	<b>Digester Solids Dewatering dry tons/yr</b>	<b>Digester Cleaning</b>	<b>WAS Thickening dry tons/day<sup>2</sup></b>	<b>WAS Thickening dry tons/yr<sup>2</sup></b>
2026-27 <sup>1</sup>	2000	425	Digester #2	0 - 7.25	0 - 882
2027-28	2000	425	Digester #1	7.25	2650
2028-29 <sup>3</sup>	2000	425	Digester #3	7.25	2650

1. Assumes contract start date of 7/1/2026.
2. Range for digester solids reflects uncertainties associated with start-up date for CAS system. For purposes of evaluating cost proposals, the shaded value (425 dry tons) will be used.
3. 2028-29 values are for informational purposes only, to illustrate how expected quantities will change upon when

**E. Other Requirements Applicable to Successful Proposer (Contractor)**

### Disposal Options

The Contractor may employ any legal method for disposed of biosolids generated under this contract. However, the City is putting greater emphasis on disposal method the involve beneficial reuse of the material (e.g., land application, composting), and those that identify multiple disposal options or sites.

During the course of this contract, alternative disposal options may arise that could reduce the City's costs for disposal of some or all of the solids generated from the pond cleaning operation or from digesters, such as reuse for marsh/habitat restoration. Alternatively, requirements for diversion of organics from landfill (driven by legislation and/or City policy) may result in the City placing limits on the quantity of biosolids that can be disposed via landfilling. In such cases, the City provide the necessary details and direct the Contractor to provide an adjusted price for the affected quantities. If a mutually satisfactory price cannot be negotiated, the City reserves the right to terminate some or all of the work under this contract 30 days after notifying the Contractor.

### Equipment Requirements

Contractor shall provide adequate equipment to perform the Work. Only equipment in good working condition as judged by the City is acceptable. The Contractor shall furnish only experienced and skilled personnel to operate the equipment. The City may reject the use of equipment found to be in unsatisfactory condition. In the event of any rejection by the City, Contractor shall remove the unsatisfactory equipment and replace it with acceptable equipment.

The Contractor shall conspicuously mark each tractor/trailer unit used in performing work under this contract with the maximum legal weight of the unit when loaded and a corresponding "full load" indicator inside the trailer to guide loading.

The City shall not be responsible for damage to or theft of any property of Contractor or Contractor's agents on or off the City's property.

### Loading, Possession, Transportation and Unloading

The Contractor shall be responsible for all loading, transportation and unloading, using the Contractor's own equipment. Contractor shall transport the biosolids to the disposal or reuse site(s), where they shall be utilized in accordance with site-specific permits (or equivalent) and in accordance with applicable local, State, and federal regulations.

Contractor is responsible for meeting all local, State, and federal regulatory requirements for the lawful transport and unloading of the wastewater biosolids. The Contractor shall verify that each load does not exceed the legal weight limit for the respective equipment being loaded prior to removing the trailer from the site. The Contractor shall not exceed the gross highway weight allowance in pounds when loaded based on the length of the truck (bridge law) or 80,000 lbs, whichever is lower.

The Contractor shall be responsible for controlling and abating any odor, dust, spillage, insect, vermin, or any other nuisance arising from the operation. The City will provide water and a washdown area for use by Contractor to keep the loading site and trailers clean and free of spillage.

Any spillage or discharge of material at the WPCP or on public roads shall be promptly cleaned up by Contractor. If the City is required to clean up the spillage, all costs incurred will be deducted from monies owed to the Contractor.

Contractor shall prepare a Contingency Plan for responding to accidents or spills and submit this plan to the City for approval within twenty (20) calendar days from the date of issuance of Notice of Award to Contractor.

Hauling operations shall be performed in a manner that minimizes the impact on existing WPCP operations. Proposed haul routes and hours of operation shall be provided to the City prior to start of work. Such routes and hours of operation shall comply with all governmental agency requirements in the jurisdictions associated with this operation.

### Cleanup and Restoration of Job Site

The Contractor shall be responsible for the cleanup and restoration of the job site, haul routes and disposal site involved in the work subject to final inspection and acceptance by the City prior to final payment under the contract.

The Contractor shall be responsible for the care and preservation of City property and adjacent or coterminous property. Any parts of such property injured, damaged or disturbed as a result of the work shall be restored in a manner acceptable the City at Contractor's expense.

### Responsibility for all Cost Associated with Disposal or Reuse

The Contractor shall be responsible for transporting the biosolids to the Contractor-specified reuse site(s) or landfill disposal in a safe clean manner and in accordance with all laws, regulations, and requirements of the Regional Water Quality Control Board, the State Water Resources Control Board, the State Department of Public Health, the State Solid Waste Management Board, the Bay Area Air Quality Management District, and any other applicable local, State and federal agency requirements. Any permits, permit fees, other fees, or taxes shall be the responsibility of Contractor and included in the Contractor's unit price.

### Permits

Before commencing work, Contractor shall submit to the City copies of all permits required by other governmental agencies for performing the work of loading, transporting and disposing of or beneficially reusing the biosolids. By entering into this Agreement, Contractor certifies that the City of Sunnyvale has provided it with the information necessary to comply with the requirements of 40 C.F.R. §§ 503, Subpart B, as well applicable state and local requirements.

For beneficial reuse, the permits shall include the permit or approval issued to the specified beneficial reuse site by the Regional Water Quality Control Board and other governmental agencies concerned (including, where applicable, County agencies), as necessary to specifically authorize the proposed beneficial use at the designated site(s).

For landfilling or use as landfill cover, Contractor shall provide documentation indicating that the specified landfill meets the design criteria specified in 40 CFR 258, Subtitle D and indicating that the biosolids material meets the Waste Acceptance Criteria (WAC), as defined by the Regional Water Quality Control Board, for the specified landfill. Such documentation shall be provided before commencing the Work. Any additional sampling and analyses required to demonstrate that the material meets the WAC for the specified landfill shall be Contractor's responsibility.

Any permitting associated with expansion of the City's treatment facilities or increase production of biosolids resulting therefrom will be the City's responsibility.

### Documentation

Contractor shall prepare a monthly report to the City containing data on the monthly and cumulative annual quantities, with bills of lading and other relevant information. The Contractor shall also prepare an annual report with all documentation necessary for 40 CFR 503 regulatory reporting requirements, including, but not limited to, total quantities, map(s) of the reuse site(s) showing the sections where City biosolids were applied during the prior year and documentation of the biosolids application rates, etc.. The annual report shall be submitted to the City by February 1 of the following year. Additional documentation and reporting requirements related to the pond dredging process are described in that section of the Scope of Work.

### Sampling

The City will be responsible for ongoing sampling and analysis needed to characterize the pond and digester biosolids for disposal or reuse in accordance with the requirements of 40 CFR Part 503, and will provide the necessary information to the Contractor. Any additional verification testing required by the disposal or reuse site shall be conducted by the Contractor at the Contractor's own expense. The City will

also collect daily composite samples of dewatered biosolids for analysis of total solids (%TS) and periodically for volatile solids (%VS). The Contractor will be responsible for determining the net wet weight for each truckload hauled, using the scale at the adjacent Sunnyvale Materials Recovery and Transfer Station, or a public scale located in reasonable proximity to the WPCP. For payment purposes, the truckload wet weight values will be converted to dry weight basis, using a representative %TS value from the City's daily samples. If a direct match between a given truckload and its corresponding %TS value is not practicable, the %TS value used may be a running average value from multiple samples collected during the period that the dewatered material was generated.

### Responsibility of Contractor

The City assumes no responsibility whatsoever for loss or damage of equipment owned or operated by the Contractor, its agents, or employees.

All safety orders, rules, and recommendations of the Division of Industrial Safety of the Department of Industrial Relations of the State of California applicable to the work specified in this Request for Proposals shall be obeyed and enforced by Contractor. Contractor shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations, and compliance with WPCP SOPs.

By entering into this Agreement, Contractor certifies that the City of Sunnyvale has provided it with the information necessary to comply with the requirements of 40 C.F.R. §§ 503, Subpart B, as well applicable state and local requirements.

### Federal requirements:

- Contractor acknowledges that 40 C.F.R. §§ 503, Subpart B applies to any person who prepares sewage sludge that is applied to the land, to any person who applies sewage sludge to the land, to sewage sludge applied to the land, and to the land on which sewage sludge is applied.
- Contractor certifies that it has reviewed and understands the special definitions provided in 40 C.F.R. § 503.11.
- Contractor certifies that it has reviewed, understands, and will comply with the land application requirements identified in 40 C.F.R. § 503.12, including without limitation the requirement that the person who applies sewage sludge to the land shall obtain information needed to comply with the requirements of 40 C.F.R. §§ 503, Subpart B.
- Contractor certifies that it has reviewed, understands, and will comply with the management practices identified in 40 C.F.R. § 503.14.
- Contractor certifies that it has reviewed, understands, and will comply with the management practices for Class B biosolids identified in 40 C.F.R. Section 503.32(b)(5).
- Contractor certifies that it shall provide the owner or lease holder of the land on which the biosolids are applied notice and all necessary information to comply with the requirements 40 C.F.R. §§ 503, Subpart B, pursuant to 40 C.F.R. § 503.12(h).
- Contractor certifies that it has reviewed, understands, and will comply with the management and practices guidance provided by the Environmental Protection Agency ("EPA") in the following documents about land application of biosolids, consistent with the requirements of 40 C.F.R. §§ 503, Subpart B:
  - Fact Sheet: Land Application of Biosolids
  - A Guide for Land Appliers on the Requirements of the Federal Standards for the Use or Disposal of Sewage Sludge, 40 CFR Part 503
  - Process Design Manual: Land Application of Sewage Sludge and Domestic Septage
- Contractor certifies that it has reviewed, understands, and will comply with the regulatory guidance provided by the EPA in the following documents, consistent with the requirements of 40 C.F.R. §§ 503, Subpart B:
  - Federal Register: Standards for the Use or Disposal of Sewage Sludge; pp. 9360-9363
  - A Plain English Guide to the EPA Part 503 Biosolids Rule
- Contractor certifies that it will obtain and familiarize itself with future regulatory, management, and practices guidance offered by EPA, as well as other pertinent industry materials relating to regulatory requirements for land application of biosolids, on an ongoing basis.

#### State and local requirements:

- Contractor certifies that it will comply with all applicable state, county, and local laws, rules, and regulations relating to land application of biosolids in the jurisdictions in which Contractor applies biosolids obtained from the City of Sunnyvale, including future laws, rules, and regulations not yet in effect. The following sections identify the state and local requirements that are applicable to biosolids land application sites planned to be used by the Contractor. The sections below do not encompass the jurisdictions of sites not yet proposed to the City of Sunnyvale by the Contractor. Contractor certifies that should additional sites with different jurisdictions be proposed in the future pursuant to this Agreement—or if the jurisdictions in which Contractor currently applies biosolids implement new or additional requirements—it will comply with all applicable state, county, and local laws, rules, and regulations relating to land application of biosolids in those jurisdictions.
- Contractor certifies that it has reviewed, understands, and will comply with the land application requirements identified in State Water Resources Control Board Water Quality [Order No. 2004-0012-DWQ](#) “General Waste Discharge Requirements for the Discharge of Biosolids to Land for use as a Soil Amendment in Agricultural, Silvicultural, Horticultural, and Land Reclamation Activities (General Order - GO)”. The General Order uses the 40 CFR Part 503 requirements as baseline requirements for compliance. It provides additional requirements, as well as permitting and oversight. A Regional Water Quality Control Board may choose not to issue the General Order in cases where a local agency already adequately regulates the activity or if it issues a site-specific Waste Discharge Requirement (WDR) permit. Thus, the General Order may not apply to all biosolids land application practices in California, but the contractor shall determine applicability and comply with all necessary requirements of the GO or the WDR as well as any local requirements.

#### Work and Safety Plan

The Contractor shall submit a Work Plan for approval by the City a minimum of twenty (20) calendar days prior to the start of work. The Work Plan shall address in detail the following items, and any other items that Contractor or City deems appropriate:

- Description of proposed equipment
- Description of removal and loading operation
- Hauling Plan (include routes, hours of operation and emergency spill plan.)
- Description of disposal or reuse site(s).
- Description of project safety requirements. Note: In addition to the Contractors own safety procedures and requirements, the Contractor is subject to all WPCP safety requirement when on-site.

#### Project Management

The Contractor shall provide on-site supervision and overall project management as necessary to perform the work in a safe and efficient manner. The Contractor shall coordinate with designated WPCP Operations and Maintenance staff to minimize the impact of Contractor operations on treatment plant operations, and attend periodic progress meetings.



**Exhibit B  
Fee Schedule**

Line Item	Unit of Measure	Unit Price- originally proposed	Unit Price - revised
Dredge and dewater lagoon biosolids-transport and delivery to compost facility	Dry ton	\$1,780.00	\$1,759.00
(Credit) Dredge and dewater lagoon biosolids-transport and delivery to land application in Merced, Sacramento, or San Benito counties instead of composting	Dry ton		(\$ 230.00)
<b>Net price - Dredge and dewater lagoon biosolids-delivery to land application in Merced, Sacramento, or San Benito counties instead of composting</b>	<b>Dry ton</b>		<b>\$1,529.00</b>
Digester biosolids dewatering, transport and delivery to compost facility	Dry ton	\$1,357.00	\$1,357.00
(Credit) Digester biosolids dewatering, transport and delivery to land application in Merced, Sacramento, or San Benito counties instead of composting	Dry ton		(\$ 130.00)
<b>Net price - Digester biosolids dewatering, transport and delivery to land application in Merced, Sacramento, or San Benito counties instead of composting</b>	<b>Dry ton</b>		<b>\$1,227.00</b>
<b>Mobilization</b>	<b>Lump Sum</b>	<b>\$53,107.00</b>	<b>\$53,107.00</b>
<b>Demobilization</b>	<b>Lump Sum</b>	<b>\$26,554.00</b>	<b>\$26,554.00</b>

While Synagro cannot guarantee that land application will be available for the entire removal season, Synagro will commit to commencing dredging and dewatering on September 15 of each contract year. Based on this start date, a reasonable expectation would be that 75% of the solids will be land applied in any given year. In the event that Synagro is delayed in its start date due to causes in its control, Synagro will add the number of days delayed to the number of days it will charge the land application rate even though land application capacity is not available. Synagro will also agree to work with the city on an alternate schedule that increases the volumes that are land applied.

***Typical land application availability is as follows:***

**Merced County** – May through December – subject to shutdowns for weather. In the event of heavy rainfall early, land application may be shut down prior to December. All land application is subject to weather considerations.

**Sacramento County** – April 15 through October 15. Site includes 7 day storage in the event of rain during summer spreading season.

**San Benito County** - August and September. The site is volume limited but usually runs concurrently with the other two programs

**CPI. All Agreement Prices shall be adjusted as follows:**

*All Agreement Prices (except the fuel adjustment charges which are calculated separately, see below) shall be adjusted annually beginning on September 3, 2027\_\_\_\_\_ (Year 2) based on 90% of the Annual Percentage Increase of Non-Seasonally Adjusted Consumer Price Index established by the United States Department of Labor, Bureau of Labor Statistics for Water, Sewer and Trash Collection or 2%, whichever is greater. If the Price Adjustment calculation results in a number greater than one (1), an adjustment shall apply to all fees contained herein, and shall be based on the following formula:*

$$\text{New Price} = (1 + (\text{Annual Percentage Increase} \times 90\%)) \times \text{Current Contract Price}$$

*CPI = United States Department of Labor, Bureau of Labor Statistics for Water, Sewer and Trash Collection Series ID CUUR0000SEHG*

Once the CPI is available, the Price Adjustment shall take effect retroactively, where applicable, as of the date specified above for the price adjustments. No New Price shall ever be lower than any existing current Agreement Price in effect immediately before the annual adjustment.

CPI = \_\_\_\_\_.

Base CPI = \_\_\_\_\_.

Once the CPI is available, the price adjustment shall take effect retroactively, where applicable, as of the dates specified above for price adjustments. No New Price shall ever be lower than any existing current Agreement Price in effect immediately before the annual adjustment.

## Fuel Surcharges

### Fuel Surcharge Adjustment

All Agreement Prices shall be adjusted monthly for a fuel surcharge ("Fuel Surcharge Adjustment") to reflect any increased change in diesel fuel prices, in accordance with the table below, if the cost of retail on-highway diesel fuel (Department of Energy, Energy Information Administration – California ultra low sulphur 15ppm or less \_\_\_\_\_) is at, or exceeds, \$5.00 per gallon (Base Price).

The Fuel Surcharge Adjustment will be based on the following chart and the Retail On-Highway Diesel Price – California ultra low sulphur 15ppm or less \_\_\_\_\_ as published by the U.S. Department of Energy's Energy Information Administration for \_\_\_\_\_ and will be applied to the then current fixed or unit fee, as applicable. The Fuel Surcharge Adjustment will be no more than once a calendar month beginning with the second calendar month following the Commencement of Services and shall be adjusted as of the first day of each month. Fuel Surcharge Adjustment will then be applied as follows:

Diesel Price \$/Gal.	Fuel Surcharge Adjustment %
<\$ Base Price	None
Base Price to Base Price + \$.049	\$0.80 per ton
Base Price +\$.05 to Base Price + \$.099	\$1.60 per ton
Base Price + \$.10 to Base Price + .149	\$2.40 per ton

For each \$0.05/gallon increase thereafter add 0.5%

EXAMPLE:

Base Price = \$5.00 / Gallon

Diesel Price \$/Gal.	(Note 1)	Fuel Surcharge Adjustment %
< \$5.00		None
\$5.01 to \$5.049		\$0.80 per ton
\$5.05 to \$5.099		\$1.60 per ton
\$5.10 to \$5.149		\$2.40 per ton

Note 1 - Fuel Rate based on DOE EIA monthly retail on-highway diesel prices (\_\_\_\_\_)

## Exhibit C Insurance Requirements

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

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

1. **Commercial General Liability:** coverage written on an occurrence basis with limits not less than \$3,000,000 per occurrence and \$6,000,000 aggregate for bodily injury, personal injury and property damage. ISO Occurrence Form shall be at least as broad as CG 0001.
2. **Automobile Liability:** coverage with a combined single limit of not less than \$1,000,000 per occurrence applying to all owned, non-owned, or hired vehicles used in conjunction with this contract for bodily injury and property damage. ISO Form shall be at least as broad as CA 0001.
3. **Workers' Compensation:** Statutory Limits and **Employer's Liability:** \$1,000,000 per accident for bodily injury or disease.

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

- Liquor Liability coverage** written on an occurrence basis with limits not less than \$1,000,000 per occurrence.
- 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.
- Crime coverage** with limits not less than \$500,000 to include third party premises endorsement.
- If working directly with minors, the Certificate of Insurance must include coverage for **molestation and sexual abuse** with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
- Pollution Liability** coverage with limits not less than \$2,000,000 per occurrence.
- MCS-90 Endorsement** to Business Automobile insurance for transportation of hazardous materials and pollutants.
- Builder's Risk / Course of Construction** coverage written on an "all risk" basis with limits equal to the completed value of the project and no coinsurance penalty provisions.

- Installation Floater** coverage written on an “all risk” basis with limits equal to the completed value of the project and no coinsurance penalty provisions.
- Garage Liability coverage** written on an occurrence basis with limits not less than \$1,000,000 per occurrence.
- Garage Keepers Liability coverage** with limits not less than \$100,000 per location.
- On-Hook coverage** with limits not less than \$100,000 per vehicle.

Deductibles, Self-Insured Retentions and Other Coverages:

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

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

Other Insurance Provisions:

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

Contractor shall maintain commercial general liability insurance as required by this contract for a minimum of five years following the completion of this project. In the event contractor fails to obtain or maintain completed operations coverage as required by this agreement, the City at its sole discretion may purchase the coverage required and the cost will be paid by contractor. During the term of the contract, the Contractor’s Workers’ Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Sunnyvale.

3. For all Architects, Engineers and Design Professionals - If Industry Specific Coverage box is check above **and** if the 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 contract or the beginning of contract work.

- b. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the contract of work.*
  - c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of *three (3) years* after completion of contract work
4. If Industry Specific Coverage box is checked above, during the term of the contract, the Contractor’s Builder’s Risk / Course of Construction or Installation Floater policy shall provide coverage for any building, structures, machinery or equipment that is damaged, impaired, broken or destroyed during the performance of the Work, including during transit, installation and testing. The policy shall name the City as a Loss Payee with respect to any repairs or replacement of any damaged property or other amounts payable under the policy.
5. For any claims related to this project, the Contractor’s insurance shall be primary. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents and volunteers shall be excess of the Contractor’s insurance and shall not contribute with it and shall be at least as broad as ISO CG 20 01 04 13.
6. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees, agents or volunteers.
7. The Contractor’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.
8. 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.
9. Any umbrella or excess insurance liability policies shall be true “following form” of the underlying policy coverage, terms, conditions, and provisions and shall meet all of the insurance requirements stated in this document, including the additional insured, SIR, and primary and non-contributory insurance requirements for the benefit of City (if agreed to in a written contract or agreement) until all coverage carried by or available to the Contractor’s primary and excess liability policies are exhausted and before the City’s own Insurance or self-insurance shall be called upon to contribute to a loss.
10. The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated above shall not serve to reduce the Contractor’s policy limits of coverage. Therefore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.

Acceptability of Insurers:

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, and who are admitted and authorized to do business and in good standing in California unless otherwise acceptable to the City'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 complete, certified copies of all required insurance policies, at any time.

Subcontractors

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

