

**AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
WSP USA, INC.**

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and WSP USA, Inc., a New York corporation, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. City desires to secure the services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services";
- B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Contractor shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B1 – Schedule of Fees

Exhibit B2 – Fees by Year and Task

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance Addendum

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

2. TERM OF AGREEMENT

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on October 1, 2025 and terminate on September 30, 2030

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

Contractor shall perform those Services specified in Exhibit A within the time stated in Exhibit A. Time is of the essence.

4. WARRANTY

Contractor expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

5. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE

Contractor represents and maintains that it has the expertise 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 professional standards of a specialist in the same discipline in the State of California.

6. COMPENSATION AND PAYMENT

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibits B1 and B2, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is Two Million Seven Hundred Thirteen Thousand Nine Hundred Fifty-Nine Dollars (\$2,713,959), subject to

budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.

7. TERMINATION

- A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Contractor.
- B. Termination for Default. If Contractor fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Contractor.
- C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Contractor will deliver to City all City information or material that Contractor has in its possession.

8. ASSIGNMENT AND SUBCONTRACTING

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it.

9. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed 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 under this Agreement for any cause whatsoever.

10. INDEPENDENT CONTRACTOR

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights to manage its employees in their performance of Services under this Agreement.

11. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

12. OWNERSHIP OF MATERIAL

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship 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 or at any time in its use of said material. 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.

13. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Contractor shall bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

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 Services hereunder.

14. HOLD HARMLESS/INDEMNIFICATION

- A. To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury,

liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, in any manner arising from, or alleged to arise in whole or in part from, or in any way connected with the Services performed by Contractor pursuant to this Agreement – including claims of any kind by Contractor's employees or persons contracting with Contractor to perform any portion of the Scope of Services – and shall expressly include passive or active negligence by City connected with the Services. However, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen through the sole active negligence or sole willful misconduct of City; the obligation to defend is not similarly limited.

- B. Contractor's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subcontractors or other agents of Contractor, against City (either alone, or jointly with Contractor), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.
- C. To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Contractor's responsibilities under the Act.

15. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

16. WAIVER

Contractor 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. Neither City's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed 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.

17. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Department of Public Works
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at * _____@santaclaraca.gov

And to Contractor addressed as follows:

*Name of Contractor
*Address of Contractor
and by e-mail at * _____@XXX

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

18. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Contractor's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Contractor has read and agrees to comply with City's Ethical Standards (<http://santaclaraca.gov/home/showdocument?id=58299>).

19. CONFLICTS OF INTEREST

Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

20. FAIR EMPLOYMENT

Contractor shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin,

ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

21. NO USE OF CITY NAME OR EMBLEM

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

22. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

23. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement 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.

24. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

25. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Dated: _____

GLEN R. GOOGINS
City Attorney

JOVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

WSP USA, INC.
a New York corporation

Dated: _____

By (Signature): _____

Name: Brent Smith

Title: Vice President, Principal Scientist

Principal Place of Business Address: One Penn Plaza, 4th Floor
New York, NY 10119

Email Address: brent.smith@wsp.com

Telephone: (714) 925-4498

Fax: (833) 778-3465

"CONTRACTOR"

EXHIBIT A

SCOPE OF SERVICES

The Services to be performed for the City by the Contractor under this Agreement are set forth below.

The Scope of Services, including Exhibit A, Contractor's proposal response dated July 18, 2025 provide context, supplemental information, and are incorporated by reference to the extent not inconsistent with the Agreement.

1. PROJECT BACKGROUND

The former Santa Clara All Purpose Landfill is a Class III landfill located in the northern part of the city. The landfill is approximately 230 acres and is comprised of four areas, designated Parcel 1, Parcel 1NW, Parcel 2, Parcel 3/6, and Parcel 4. The landfill operated from approximately 1934 to 1993. Closure was completed in 1994.

Most of the closed landfill was developed as an 18-hole golf course and a BMX track. The golf course is now closed, and the City has an agreement with Related to develop a mixed-use development project (Related Santa Clara Development) in the golf course area. The project will be phased over multiple years. The first development construction began on Parcel 4 with landfill gas collection system modifications and stockpiling of soil.

The landfill was developed before current regulatory requirements for a composite liner and leachate collection and removal system (LCRS). Parcel 4 is unlined and does not have a LCRS. Parcels 1 and 2 have a low-permeability soil barrier around the perimeter, but do not have a base liner or a LCRS. Parcels 1NW and 3/6 have a low-permeability liner and a dendritic LCRS. Currently, only leachate risers LR-1 and LR-4 in Parcel 3/6 are the only risers that are accessed for monitoring. Leachate is pumped from riser LR-1 and conveyed to the sanitary sewer system. Leachate is not currently removed from LR-4; although it is proposed to add a pump in LR-4 to allow leachate to be pumped from the riser.

Currently, there are twenty-five (25) groundwater monitoring wells that are sampled semi-annually. Twenty-one (21) wells sample the A zone (approximately 25 feet below ground surface [BGS]) and four (4) wells sample the B zone (approximately 60 feet BGS). There are twelve (12) additional wells that were installed for the landfill end-use development. These wells are currently used for water levels only but are required to be monitored prior to commencement of development construction.

Low-level volatile organic compounds (VOCs) have been detected in monitoring wells located along the northern perimeter of Parcel 4. The VOC-impacted groundwater plume is stable and has not expanded over many years of monitoring. An Evaluation Monitoring Program (EMP) to address the VOC impact was submitted in 2021.

In 2019, routine monitoring detected 1,4-dioxane in Well G4-R. As a result, in agreement with the Regional Water Quality Control Board (RWQCB), the sampling and analysis program was informally modified to change the analytical method for 1,4-dioxane to Method 8270, which provides a lower reporting limit than the method specified in the Waste Discharge Requirements (WDR) Monitoring and Reporting Program.

The adjacent San Tomas Aquino Creek and Guadalupe River are sampled semi-annually at upstream and downstream locations.

A landfill gas (LFG) collection and control system was installed beginning in 1985. The collection system is currently comprised of 74 vertical collection wells distributed across the landfill. Most of the LFG piping is buried and 68 wellheads are in vaults. The collection system conveys the LFG to a blower/flare facility located near the BMX track. The blower/flare facility was rebuilt in 2018. There is also a separately permitted microturbine-powered electrical generation facility adjacent to the blower/flare facility that is owned and operated by Ameresco. The City's electrical utility, Silicon Valley Power, purchases the generated electrical power from Ameresco. The microturbines currently are the primary control device with the City's blower/flare facility providing backup and supplemental control.

Condensate collected at the blower/flare facility is treated to buffer the pH and disposed to the sanitary sewer system.

With the proposed landfill end-use development, the existing LFG collection and control system will be replaced in conjunction with the individual development phases and that the number of LFG collection wells will increase. The total number of future LFG collection wells is unknown; although, based on Related Santa Clara's 50 percent design drawings, the number of LFG collection wells in Parcel 4 will increase from 22 to 66. Additionally, the replacement LFG collection system will include vacuum monitoring locations in addition to the wellheads, oxygen sensors on the subheaders, and line valves on the subheaders that are not included in the existing LFG collection system.

There are 44 perimeter LFG monitoring wells. All wells are single probes. The LFG monitoring wells are monitored quarterly. With the proposed landfill end-use development, it is anticipated that the number of LFG perimeter monitoring wells will increase. Langan's 50 percent design drawings include 30 additional LFG monitoring probes.

2. SCOPE OF SERVICES

2.1. All services provided shall be consistent with the following:

2.1.1. Waste Discharge Requirements (WDR) R2-2017-0021

2.1.2. Solid Waste Facility Permit (SWFP) 43-AO-0001

- 2.1.3. Bay Area Air Quality Management District (BAAQMD) Synthetic Minor Operating Permit Condition #2935 BAAQMD Regulation 8, Rule 34 (Rule 8-34)
 - 2.1.4. California Code of Regulations Title 17
 - 2.1.5. California Code of Regulations Title 27
 - 2.1.6. Other applicable permits, approvals, rules, and regulations
- 2.2.** Contractor shall provide services as specified in the tasks identified in Sections three (3) – nine (9) below.

3. Task 1 – Operations, Maintenance, and Monitoring Services

- 3.1.** Routine operations, maintenance, and monitoring shall be performed on a weekly, monthly, quarterly, and annual basis as required by Synthetic Minor Operating Permit Condition #2935 issued by the BAAQMD, BAAQMD Rule 8-34, and California Code of Regulations Titles 17 and 27.

3.2. Sub-Task 1A - Routine Weekly GCCS Inspections and Data Download

- 3.2.1. Once each week, Contractor shall check the GCCS system equipment and pH neutralization system to confirm proper operation in accordance with applicable permits, rules and regulations, and good practice. Equipment operation to be confirmed includes LFG flare and blower (if in operation), pilot fuel supply, automatic LFG valve, data recorders and remote alarms, air supply compressors, and condensate and leachate sump pumps. Pumps and controllers will be inspected and maintained in accordance with current industry practices or the manufacturer's specifications. The LFG main header and sub-header sample ports will be monitored for early detection of construction-related or other damage. The pH measurement probe, sodium hydroxide feed and mixing system will be checked and cleaned. Equipment requiring more frequent attention will be monitored and maintained as needed as a part of Task 4 until permanent repair or replacement is completed. Infrequent events, such as flow meter recalibration, will be performed as a part of Task 4.
- 3.2.2. The flare station data recorder shall be downloaded during each weekly visit to confirm that the operational parameters are within normal ranges and are in compliance with permit conditions. Flare continuous parameter compliance will be reported with the routine air quality compliance reporting as a part of Task 2. Responding to an alarm notification will be performed as part of Task 4.
- 3.2.3. During and after the routine monitoring visits, minor maintenance on LFG collection components (e.g., replacing damaged/worn above ground flex hoses, monitoring ports, or control valves) will be performed. Materials/supplies utilized for minor maintenance will be

obtained from an existing on-site spare parts inventory or purchased if unavailable. Wellfield operations and maintenance activities and non-routine maintenance and repair recommendations will be summarized in the internal monthly reports prepared as part of Task 2.

- 3.2.4. The leachate pump system at leachate risers LR-1 and LR-4, and four LFG condensate sumps will be inspected during the weekly visits. Inspection will include recording flow meter, pump counter, water level readings to verify normal equipment operation. The leachate discharge flow quantities will be recorded weekly and provided to the City for periodic reporting. There are three (3) condensate sumps that require periodic manual pumping with discharge to the flare condensate pump. Contractor will coordinate the removal of the condensate sump pumps in the wellfield and blower/flare facility for inspection and cleaning.

3.3. Subtask 1B - Routine Monthly Monitoring

- 3.3.1. Monthly wellhead and header sampling for methane, oxygen, temperature, and vacuum will be performed using a LANDTEC GEM5000 or equivalent instrument, according to the requirements of BAAQMD Rule 8-34. In conjunction with the wellhead monitoring, routine landfill final cover inspections will be performed according to the requirements of BAAQMD Rule 8-34 and the WDRs. This task includes only conducting the initial routine monitoring events. Any corrective action, follow-up monitoring, recommended mitigation measures for cover integrity issues or persistent wellhead exceedances will be performed by the City or as a part of Task 4.
- 3.3.2. All LFG extraction wells will be monitored and adjusted a minimum of once each month. Wells that require more frequent adjustments will be monitored and adjusted on an as-needed basis as a part of Task 4. During this monthly wellhead monitoring task, routine adjustments of the GCCS will be made targeting the specifications of the Ameresco LFG energy project, as mutually agreed to by the City and Ameresco, and to maintain regulatory compliance.

3.4. Subtask 1C - Routine Quarterly Monitoring

- 3.4.1. GCCS component leak monitoring will be performed quarterly in accordance with BAAQMD and Title 17 regulations. A calibrated organic vapor analyzer complying with US EPA Method 21 requirements is to be used for the monitoring.
- 3.4.2. Monitoring of perimeter LFG monitoring wells and onsite structure monitoring will be performed in accordance with Title 27 and the SWFP. Monitoring activities will include measuring and recording

methane concentrations and soil gas pressures for each probe using a Landtec GEM5000 or equivalent instrument. Site conditions shall be recorded as required.

- 3.4.3. The methane sensors at BMX building and pump station will be calibrated as part of the routine quarterly monitoring.

3.5. Subtask 1D - Annual Title 17 and BAAQMD Rule 8-34 Surface Emission Monitoring

- 3.5.1. Annual surface emission monitoring will be performed to meet the compliance requirements of Title 17 and BAAQMD Rule 8-34. A flame ionization detector will be used to measure methane concentrations 3-inches above the surface. Any areas exceeding 500 parts per million in air by volume (ppmv) or instantaneous 25 ppmv integrated average methane concentration thresholds will be identified and marked for repair.

3.6. Subtask 1E – Annual Flare Source Monitoring Test

- 3.6.1. The Synthetic Minor Operating Permit requires annual control device emission source testing, control device temperature and total flow documentation, and annual hydrogen sulfide testing. All source testing procedures shall be submitted to the BAAQMD for review and approval. Pre-test GCCS monitoring and tuning to optimize flare operating conditions will be performed. The source test may be performed by a subcontractor, including required sampling, preparing, and submitting the required reports, and maintaining the necessary documentation of the activities.

3.7. Subtask 1F- Project Management

- 3.7.1. The following project management will be completed under this task, including, communication with City staff and Ameresco operators, tracking of project compliance calendar, scheduling field staff, coordinating and tracking field equipment, tracking task costs in compliance with task budget, and engaging and scheduling subcontractors as needed.

4. Task 2 – Air Quality and LFG Compliance Reporting

Contractor shall prepare internal and required regulatory reports as described below:

4.1. Subtask 2A - Routine Monthly Data Review and Reporting:

- 4.1.1. Required control device operation, air quality, and LFG compliance data shall be compiled and reviewed for submittal in internal monthly reports to the City.

- 4.1.2. Data shall be reviewed to assure that necessary compliance monitoring is being performed and data transmitted in a timely manner. The City shall be notified within two business days upon finding any condition or data with potential for non-compliance, including GCCS parameters and exceedances, final cover deficiencies or areas of concern.
- 4.1.3. Monthly reports shall be submitted to the City within 25 days following the end of each month. The monthly reports shall constitute primary entries into the required BAAQMD Site Operating Record with field records and instrumentation data discs maintained as secondary back-up information. These reports shall summarize all LFG and air monitoring, O&M, and compliance activities performed during the month and present collected data in a tabular format. Recommendations shall be made to address potential compliance issues or maintenance activities.

4.2. Subtask 2B – Routine Quarterly Monitoring

- 4.2.1. Routine perimeter LFG well and structure monitoring results shall be reported to the Local Enforcement Agency (LEA) on a quarterly basis. Quarterly reports shall be submitted to the LEA within 25 days following the quarter end.
- 4.2.2. Draft quarterly reports shall be submitted to the City for review and comment 10 days before the submittal date.
- 4.2.3. Annual surface emissions monitoring data shall be processed and stored for preparation of the annual AB32 report to the BAAQMD. Quarterly reports documenting calibration of methane sensors shall be prepared and submitted to the LEA.

4.3. Subtask 2C - BAAQMD Rule 8-34 Annual Report

- 4.3.1. The annual report required by BAAQMD Rule 8-34, Section 411 and Synthetic Minor Operating Permit Part 14 shall be prepared. The report shall be based, in part, on the information collected during routine monitoring events and compiled in the monthly internal reports.
- 4.3.2. A draft report shall be submitted to the City for review and comment 10 days prior to the submittal deadline. The reports shall be finalized based on comments received.
- 4.3.3. The final report shall be submitted to the City for approval and signature before submittal to the regulatory agencies by the required deadline.

4.4. Subtask 2D - Annual Title 17 Report

- 4.4.1. The annual report required by Title 17, Section 95470(b)(3) shall be prepared and include general facility information, LFG collection information, LFG collection and control system operating information, and deviations from Title 17 requirements. The report shall also include the annual surface emission monitoring report and flare source test report.
- 4.4.2. A draft report shall be submitted to the City for review and comment 10 days prior to the submittal deadline. The report shall be finalized based on comments received.
- 4.4.3. The final report shall be submitted to the City for approval and signature before submittal to the regulatory agencies by the required deadline, March 15.

4.5. Subtask 2E - E-GRRT Report

- 4.5.1. Data shall be compiled and the annual greenhouse gas report (e-GRRT) shall be prepared for electronic submittal to the EPA by the date required (date was May 30 in 2025).
- 4.5.2. The draft e-GRRT report from the EPA website shall be submitted to the City for review and comment 10 days prior to the due date. The report shall be finalized based on comments received.

4.6. Subtask 2F - LFG System Operations Report

- 4.6.1. Provision C.13 of the WDRs requires submitting an LFG system operations report to the RWQCB semi-annually by January 31 and July 31 of each year. The report is to certify that the LFG system has operated uninterrupted, except as required and permitted for maintenance and/or repairs, during the reporting period and remains protective of human health and the environment. The report is to also describe any system issues related to exceedances, repairs, maintenance, or significant operational changes.
- 4.6.2. Draft reports are to be submitted to the City 10 days prior to the submittal date. The reports shall be finalized based on comments received.

4.7. Subtask 2G – Project Management:

- 4.7.1. Project management shall be completed under this task, including, communicating with City staff and Ameresco operators, tracking of project compliance calendar, and tracking task costs in compliance with task budget.

5. Task 3 – Water Quality Monitoring and Reporting Services

5.1. Semiannual and annual water-quality monitoring and reporting for the landfill shall be performed consistent with the Self-Monitoring Program (SMP) contained in WDR R2-2017-0021.

5.2. Samples shall be collected during the second and fourth quarter of each year.

5.3. Subtask 3A -Semi-annual Monitoring and Analysis

5.3.1. The elements of the semi-annual water quality detection monitoring include:

5.3.1.1. Semiannual monitoring and sampling from twenty-five (25) groundwater monitoring wells and piezometers (G-1, G-2R, G-3R, G-4R, G-5, G-6, G-7, G-8, G-10, G-11, G-12, G-13, G-15, G-16R, G-17, G-18, G-19, G-21, C-1, MW-4B, MW-5B, MW-12A and H-5, H-6, and H-7) and from the leachate discharge sampling locations (LR-1 and LR-4).

5.3.1.2. Semiannual water levels from twelve (12) groundwater monitoring wells for landfill development with sampling to commence prior to construction.

5.3.1.3. Semiannual surface water monitoring from upstream and downstream locations relative to the landfill in San Tomas Aquino Creek (SW-1 and SW-2, respectively) and the Guadalupe River (SW-3 and SW-4, respectively).

5.3.1.4. Semiannual liquid level measuring in thirty-eight (38) groundwater wells or piezometers.

5.3.2. The leachate management facilities and perimeter diversion channels shall be inspected during the semiannual sampling events and at one other time during the intervening quarters.

5.3.3. The following sampling and analysis procedures shall be implemented:

5.3.3.1. Prior to initiating sampling at the landfill, the laboratory shall be contacted for delivery of appropriate sample containers.

5.3.3.2. Fluid levels shall be measured in each monitoring well before samples are collected.

5.3.3.3. Sample collection and storage shall be performed as specified in EPA SW-846.

5.3.3.4. Groundwater wells shall be purged before sample collection; leachate and surface water shall be collected as grab samples. Groundwater samples shall be field filtered for metals analyses; leachate and surface water shall be unfiltered.

5.3.3.5. Semiannual groundwater, surface water, and leachate samples shall be analyzed for the following suite of parameters; sampling shall include one field blank and one trip blank for VOCs:

- VOCs (Subtitle D Appendix I)
- 1, 4-Dioxane (EPA Method 8270)
- Dissolved Metals (Subtitle D Appendix I)
- Total petroleum hydrocarbons as gasoline and diesel
- General water quality parameters (bicarbonate alkalinity, total Kjeldahl nitrogen, total organic carbon)
- Field parameters (pH, temperature, electrical conductivity, turbidity, and dissolved oxygen)

5.3.4. Samples shall be transported or shipped to the laboratory with appropriate chain of custody for the specified analyses. Chain of custody forms shall accompany the samples at all times.

5.4. Subtask 3B - 5-Year Monitoring and Analysis

Included in the WDR monitoring requirements is a five (5) year analytical requirement for Subtitle D, Appendix II parameters for groundwater, surface water, and leachate. The next COC event will take place in the fourth quarter of 2027.

5.5. Subtask 3C - Standard Observations

5.5.1. Standard observations are required by the WDRs within the landfill limits, at the landfill perimeter, and at the receiving waters. Standard observations shall be recorded quarterly and will include:

5.5.1.1. Landfill

- Evidence of ponded water
- Evidence of odors
- Evidence of erosion and/or daylighted waste

5.5.1.2. Landfill Perimeter

- Evidence of liquid leaving or entering the landfill
- Evidence of odors
- Evidence of erosion and/or daylighted waste

- Vegetation coverage

5.5.1.3. Receiving Waters

- Floating and suspended materials of waste origin
- Discoloration and turbidity
- Evidence of odors
- Evidence of beneficial use
- Estimated flow rate
- Weather conditions

5.5.2. The standard observations shall be made on forms that shall be included in the semi-annual monitoring reports.

5.6. Subtask 3D - Semi-annual Reporting

5.6.1. The monitoring results submittals to the RWQCB shall consist of two semi-annual monitoring reports due July 31 and January 31 of each year and an annual summary report due January 31, which is typically combined with the semi-annual report.

5.6.2. The semi-annual monitoring reports shall contain text, tables, and graphs of the water-quality data, groundwater contour maps, calculations of the groundwater velocity beneath the site, and facilities monitoring inspection summaries. Typical tasks in the routine monitoring report preparation are:

5.6.2.1. Coordination with contracted laboratory to obtain sample analytical results

5.6.2.2. Evaluation of laboratory results

5.6.2.3. Maintenance of existing test results databases

5.6.2.4. Preparation of groundwater contour maps and calculation of groundwater velocity

5.6.2.5. Preparation of historical tabular and graphical data summaries

5.6.2.6. Calculation of concentration limits

5.6.3. Draft reports shall be submitted for review at least 10 working days prior to the reporting deadlines.

- 5.6.4. In addition to the results from this scope of work, monitoring reports shall include information provided by others, including copies of leachate extraction data.
- 5.6.5. The City-approved semi-annual reports shall be transmitted to the RWQCB in both hard-copy and electronic formats, and entered the state Geotracker system, as required.

5.7. Subtask 3E - Annual Maintenance Report

- 5.7.1. WDR Provision C.14 requires preparing an annual maintenance report detailing the repair and maintenance activities that need to be completed before the start of the next rainy season.
- 5.7.2. The report shall include a schedule for repair and maintenance activities and a cost analysis detailing the anticipated expenses for repairs, maintenance, and monitoring for the next 12 months.
- 5.7.3. The report is due to the RWQCB by July 31 of each year.

5.8. Subtask 3F – Project Management

- 5.8.1. Project management shall be completed under this task, including, communicating with City staff, tracking of project compliance calendar, scheduling field staff, coordinating and tracking field equipment, engaging, scheduling, and tracking laboratory subcontractors, and tracking task costs in compliance with task budget.

6. Task 4 – Non-Routine and Emergency Compliance Services

- 6.1. Non-routine tasks are those activities that are above and beyond the scope of services described in Tasks 1 through 3.
- 6.2. Generally speaking, a non-routine task is one that requires more than 30 additional minutes during a site visit to complete or requires a special site visit.
- 6.3. These tasks require City approval prior to the performance of services.
- 6.4. An emergency task is an event that requires immediate response and will generally be performed without the advanced approval of the City.
- 6.5. Special projects may also be requested by the City.

6.6. Subtask 4A - Non-Routine Maintenance and Repairs

- 6.6.1. Non-routine activities include specific pre-scheduled work tasks that are required to maintain regulatory compliance or improve environmental control system performance.

- 6.6.2. These work tasks shall be developed based upon the results of routine system inspections and report recommendations conveyed to the City. The City may also request services be performed under this task.
- 6.6.3. Examples of specific work tasks that may be performed under this category include, but are not limited to:
 - 6.6.3.1. Replacement of site monitoring facilities, instrumentation, or procedures;
 - 6.6.3.2. Replacement of site environmental control equipment or facilities, including landfill final cover;
 - 6.6.3.3. Investigation and characterization of deviations in the site or compliance data, including slope failures, air leakage or intrusion, high temperatures, or potential subsurface combustion;
 - 6.6.3.4. Assist with periodic site inspections and record reviews by regulatory agencies;
 - 6.6.3.5. Rule, permit, and variance compliance negotiations with regulatory agencies;
 - 6.6.3.6. Permit applications for modified or new facilities or equipment;
 - 6.6.3.7. Notifications to regulatory agencies for breakdowns or abnormal operations; and
 - 6.6.3.8. SEM, component leak, and well deviation follow-up.

6.7. Subtask 4B - Emergency Services

- 6.7.1. Provide emergency response services for landfill environmental control system malfunctions during the contract term.
- 6.7.2. Respond to these situations seven days a week, 365 days a year within a period of eight hours (during daylight hours only) from the time of notification of the problem by authorized City personnel or a recognized automatic call-out device.

6.8. Subtask 4C - Special Projects

Special projects that have been authorized in the past are noted below:

- 6.8.1. Condensate storage tank design and permitting

- 6.8.2. Compressor replacement/installation
- 6.8.3. Condensate neutralization system design and permitting
- 6.8.4. Update of the financial assurance and post closure maintenance plan
- 6.8.5. Support for improvements to the LFG collection and control system

6.9. Subtask 4D - Topographic Mapping:

- 6.9.1. A topographic map meeting the following requirements shall be prepared during the Fiscal Year 2028-2029 agreement year:
 - 6.9.1.1. Provide control survey based on NAD88 horizontal datum, NGVD88 vertical datum, and California Coordinate System Zone 3
 - 6.9.1.2. Provide color aerial photography
 - 6.9.1.3. Analytical aero triangulation
 - 6.9.1.4. Photogrammetric mapping at 40 scale
 - 6.9.1.5. Provide AutoCAD 3D file
 - 6.9.1.6. Provide PDF of topographic map
 - 6.9.1.7. Provide 4 DVDs with color digital orthophoto in TIFF/TFW format
 - 6.9.1.8. Provide 2 sets of black and white contact prints
- 6.9.2. An iso-settlement map will be prepared consistent with 27 CCR 21090(3)(2). The next iso-settlement map is due by June 30, 2029.

6.10. Subtask 4E – Project Management

- 6.10.1. Project management shall be completed under this task, including, communicating with City staff and regulatory agencies (if needed), tracking of project compliance calendar, scheduling field staff, coordinating and tracking field equipment, tracking task costs in compliance with task budget, and engaging and scheduling subcontractors as needed.

7. Task 5 - Related Santa Clara Development Project Technical Support

- 7.1. Technical support shall be provided to the City associated with the proposed Related Santa Clara Development. Services related to the proposed development may include, but not limited to, the following:

- 7.1.1. Providing background information to Related's consultants
- 7.1.2. Reviewing and commenting on various work plans prepared by Related's consultants
- 7.1.3. Reviewing and commenting on investigation results and engineering analyses
- 7.1.4. Reviewing and commenting on reports and preliminary designs prepared by Related's consultants
- 7.1.5. Reviewing potential development-related impacts to containment systems
- 7.1.6. Reviewing potential development-related impacts to environmental control systems
- 7.1.7. Reviewing potential development-related impacts to environmental monitoring systems
- 7.1.8. Reviewing potential impacts to the Ameresco generation facility
- 7.1.9. Reviewing regulatory compliance issues
- 7.1.10. Reviewing proposed development plans
- 7.1.11. Reviewing regulatory submittals
- 7.1.12. Meeting with Related and its consultants
- 7.1.13. Meetings with the RWQCB and the LEA

8. Task 6 - Construction Support

- 8.1.** Contractor's responsibility under this task is to provide observation, reporting and advisement on the construction work provided. Contractor is not the responsibility party to perform any construction work.
- 8.2.** The purpose of this task is to provide a mechanism for rapid response to major non-routine or emergency repair and construction activities that result from the expansion of the uses and future construction at the landfill. This may include excavation of damaged pipes, condensate sumps, broken laterals or headers, damaged wells, repair of damage caused by other construction activities or site uses, or other issues that are beyond the contracted routine scope of work.
- 8.3.** Observations shall be documented in accordance with City and regulatory requirements.

8.4. Work under this task shall begin after receipt of approval from the City.

9. Task 7 - Permitting Support

9.1. As requested, Contractor will prepare documents to support the five-year Solid Waste Facility Permit (SWFP) review in accordance with Title 27, Section 27640 (27 CCR 27640). The five-year review will be due in 2029. Documents to be submitted as part of the 5-year SWFP review are:

9.1.1. Application for five-year SWFP review

9.1.2. Final post closure Maintenance Plan

9.1.3. Updated post closure maintenance cost estimate

9.1.4. Non-Water Release Corrective Action Plan

9.1.5. Financial assurance

9.2. The post closure maintenance plan and post closure maintenance cost estimate shall be updated consistent with 27 CCR 21815 and 21840. The non-water release corrective action plan shall be prepared consistent with 27 CCR 22101.

9.3. A draft five-year SWFP review package shall be submitted to the City for review and comment 10 days prior to the submittal date. The package shall be finalized based on comments received.

9.4. Prepare Authority to Construct and Permit to Operate applications for GCCS expansions and modifications (City BAAQMD permits).

10. INVOICE REQUIREMENTS

10.1. Contractor shall invoice the City on a monthly basis for services provided by Contractor during the preceding month on an invoice and in a format approved by the City and subject to verification and approval by the City.

10.2. City will pay Contractor within thirty (30) days of City's receipt of an approved invoice.

10.3. Invoices shall be detailed and include all costs so the City clearly understands the services completed, fees charged and the task(s) associated with the invoice.

**EXHIBIT B1
SCHEDULE OF FEES**

1. MAXIMUM COMPENSATION

- 1.1. The maximum amount payable for all services provided under this Agreement shall not exceed **Two Million Seven Hundred Thirteen Thousand Nine Hundred Fifty-Nine Dollars (\$2,713,959)**, during the term of the Agreement. No additional services will be performed unless both Parties execute an amendment outlining the services requested and the compensation agreed for such services.
- 1.2. All payments are based upon City's acceptance of Consultant's performance of services specified in Exhibit A (Scope of Services). City shall have no obligation to pay unless Consultant has successfully completed the work for which payment is due.
- 1.3. The compensation to be paid by the City to the Consultant is specified below:

Table B1-1

DESCRIPTION	AMOUNT
Tasks 1 - 3: Routine Services for Year 1 of 5 (10/01/25 - 09/30/26)	\$316,073
Tasks 1 - 3: Routine Services for Year 2 of 5 (10/01/26 - 09/30/27)	\$325,558
Tasks 1 - 3: Routine Services for Year 3 of 5 (10/01/27 - 09/30/28)	\$335,323
Tasks 1 - 3: Routine Services for Year 4 of 5 (10/01/28 - 09/30/29)	\$370,200
Tasks 1 - 3: Routine Services for Year 5 of 5 (10/01/29 - 09/30/30)	\$353,688
Task 4D: Topographical Monitoring (Year 4 of 5)	\$54,423
Task 7: Permitting Support (Year 4 of 5)	\$17,759
TOTAL FOR ALL ROUTINE SERVICES	\$1,773,024
As-needed Non-routine and Emergency Services	\$886,512
TOTAL MAXIMUM COMPENSATION NOT-TO-EXCEED	\$2,659,536

- 1.4. In the event there is a need to move allocated hours from one task to a different task the City and Consultant must agree in writing to this change. This will not change the not-to-exceed maximum compensation of this agreement.

1.5. See Exhibit B2 for task breakdown by cost, hours, and Term Year.

2. FEES

All fees are fixed for the term of the Agreement.

3. HOURLY RATES AND FEES FOR EQUIPMENT

3.1. Below are the hourly rates and job titles for services provided under this Agreement.

Table B1-2

Job Title	Year 1 of 5	Year 2 of 5	Year 3 of 5	Year 4 of 5	Year 5 of 5
Project Manager	\$299	\$308	\$317	\$327	\$337
Lead Consultant	\$220	\$227	\$233	\$240	\$248
Consultant	\$165	\$170	\$175	\$180	\$186
Associate Consultant	\$140	\$144	\$149	\$153	\$158
Field technician	\$130	\$134	\$138	\$142	\$146
Intern	\$89	\$92	\$94	\$97	\$100
Assistant Consultant	\$125	\$129	\$133	\$137	\$141
Senior Consultant	\$185	\$191	\$196	\$202	\$208
Senior Lead Consultant	\$255	\$263	\$271	\$279	\$287
Director, P7	\$299	\$308	\$317	\$327	\$337
Senior Director	\$320	\$330	\$339	\$350	\$360
Manager	\$208	\$214	\$221	\$227	\$234
Senior Manager	\$241	\$248	\$256	\$263	\$271
Director, L3	\$295	\$304	\$313	\$322	\$332
Senior/Executive Director	\$326	\$336	\$346	\$356	\$367
Assistant Coordinator	\$80	\$82	\$85	\$87	\$90

Job Title	Year 1 of 5	Year 2 of 5	Year 3 of 5	Year 4 of 5	Year 5 of 5
Project Coordinator	\$98	\$101	\$104	\$107	\$110
Senior Project Coordinator	\$116	\$119	\$123	\$127	\$131
Administrative Specialist	\$133	\$137	\$141	\$145	\$150
Technician Assistant	\$87	\$90	\$92	\$95	\$98
Coordinator, Technician	\$109	\$112	\$116	\$119	\$123
Senior Coordinator, Technician	\$130	\$134	\$138	\$142	\$146
Specialist	\$150	\$155	\$159	\$164	\$169
Senior Technician	\$160	\$165	\$170	\$175	\$180
Lead Technician	\$178	\$183	\$189	\$195	\$200

- 3.2. Below are the fees for equipment used for services provided under this Agreement.

Table B1-3

Fee for Equipment and Materials Description (Per Day)	Year 1 of 5	Year 2 of 5	Year 3 of 5	Year 4 of 5	Year 5 of 5
Truck	\$125	\$129	\$133	\$137	\$141
Materials	\$10	\$10	\$11	\$11	\$11
GEM	\$125	\$129	\$133	\$137	\$141
FID	\$275	\$283	\$292	\$300	\$310
WQ Meter	\$100	\$103	\$106	\$109	\$113
Sample Pump	\$75	\$77	\$80	\$82	\$84

4. INVOICING REQUIREMENTS

- 4.1. Consultant shall invoice the City on a monthly basis for services provided by Consultant during the preceding month on an invoice and in a format approved by the City and subject to verification and approval by City.
- 4.2. City will pay Consultant within thirty (30) days of City's receipt of an approved invoice.

- 4.3. Invoices shall be detailed and include all costs so the City clearly understands the services completed the task associated with the invoice.

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EXHIBIT B2
FEES BY YEAR AND TASK

Task/ Subtask	Task/Subtask Name	Year 1 of 5 (10/01/25 - 09/30/26)	Year 2 of 5 (10/01/26 - 09/30/27)	Year 3 of 5 (10/01/27 - 09/30/28)	Year 4 of 5 (10/01/28 - 09/30/29)	Year 5 of 5 (10/01/29 - 09/30/30)	Total
1	Operations, Maintenance and Monitoring Services						
1A	Routine Weekly GCCS Inspections and Data Download	\$56,430	\$58,123	\$59,867	\$61,663	\$63,512	\$299,595
1B	Routine Monthly Monitoring	\$33,778	\$34,791	\$35,835	\$36,910	\$38,017	\$179,331
1C	Routine Quarterly Monitoring	\$25,396	\$26,158	\$26,943	\$27,151	\$28,583	\$134,831
1D	Annual Title 17 and BAAQMD Surface Emissions Monitoring	\$9,800	\$10,094	\$10,397	\$10,709	\$11,030	\$52,030
1E	Annual Iare Monitoring/Source Test	\$25,800	\$26,574	\$27,371	\$28,193	\$28,353	\$136,291
1F	Project Management	\$7,774	\$8,007	\$8,247	\$8,495	\$8,750	\$41,273
Task 1 Total		\$158,978	\$163,747	\$168,660	\$173,721	\$178,245	\$843,351
2	Air Quality and LFG Compliance Reporting						
2A	Routine Monthly Data Review and Reporting	\$27,594	\$28,422	\$29,274	\$30,153	\$31,057	\$146,500
2B	Quarterly Reporting	\$10,956	\$11,285	\$11,623	\$11,972	\$12,331	\$58,167
2C	BAAMD Rule 8-34 Report (Annual)	\$6,199	\$6,385	\$6,577	\$6,774	\$6,977	\$32,912
2D	Annual Title 17 Report	\$5,739	\$5,911	\$6,089	\$6,271	\$6,459	\$30,469
2E	E-GRRT Report	\$3,059	\$3,151	\$3,245	\$3,343	\$3,443	\$16,241
2F	LFG System Operation Report	\$4,118	\$4,242	\$4,369	\$4,500	\$4,635	\$21,864
2G	Project Management	\$3,588	\$3,696	\$3,807	\$3,921	\$4,038	\$19,050
Task 2 Total		\$61,253	\$63,092	\$64,984	\$66,934	\$68,940	\$325,203
3	Water Quality Monitoring and Reporting Services						
3A	Semi-annual Monitoring and Analysis	\$61,954	\$63,813	\$65,727	\$67,699	\$68,363	\$327,556
3B	5-Year Monitoring and Analysis	Not Required	Not Required	Not Required	\$24,815	Not Required	\$24,815
3C	Standard Observations	\$4,320	\$4,450	\$4,583	\$4,721	\$4,862	\$22,936
3D	Semi-annual Reporting	\$22,392	\$23,064	\$23,756	\$24,468	\$25,202	\$118,882
3E	Annual Maintenance Report	\$4,784	\$4,928	\$5,075	\$5,228	\$5,384	\$25,399
3F	Project Management	\$2,392	\$2,464	\$2,538	\$2,614	\$2,692	\$12,700
Task 3 Total		\$95,842	\$98,719	\$101,679	\$129,545	\$106,503	\$532,288

Task/ Subtask	Task/Subtask Name	Year 1 of 5 (10/01/25 - 09/30/26)	Year 2 of 5 (10/01/26 - 09/30/27)	Year 3 of 5 (10/01/27 - 09/30/28)	Year 4 of 5 (10/01/28 - 09/30/29)	Year 5 of 5 (10/01/29 - 09/30/30)	Total
4	Non-routine and Emergency Compliance Services						
4A	Non-routine Maintenance and Repairs	As-Needed Services					
4B	Emergency Services	As-Needed Services					
4C	Special Projects	As-Needed Services					
4D	Topographical Monitoring	Not Required	Not Required	Not Required	\$54,423	Not Required	\$54,423
4E	Project Management	As-Needed Services					
Task 4 Total					\$54,423		\$54,423
5	Related Santa Clara City Center Project Technical Support	As-Needed Services					
6	Construction Support	As-Needed Services					
7	Permitting Support ***	Not Required	Not Required	Not Required	\$17,759	Not Required	\$17,759
TOTAL FOR ROUTINE SERVICES		\$316,073	\$325,558	\$335,323	\$442,382	\$353,688	\$1,827,447

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect during the period of performance of the Agreement and for twenty-four (24) months following acceptance by the City, at its sole cost and expense, the following insurance policies from insurance companies authorized to do business in the State of California. These policies shall be primary insurance as to the City of Santa Clara so that any other coverage held by the City shall not contribute to any loss under Contractor's insurance. The minimum coverages, provisions and endorsements are as follows:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

\$1,000,000 Each Occurrence
\$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal Injury
2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:
 - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
 - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
 - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at

least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned (if any), non-owned and hired autos.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. PROFESSIONAL LIABILITY

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Contractor. Covered services as designated in the policy must specifically include work performed under this agreement. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per claim or two million dollars (\$2,000,000) aggregate. Any coverage containing a deductible or self-retention must first be approved in writing by the City Attorney's Office.

E. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85, or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.
2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution

from, any other insurance which the indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.

3. Cancellation.

- a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.
- b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Exhibit C, above.

F. **ADDITIONAL INSURANCE RELATED PROVISIONS**

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.
2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required

by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

G. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

H. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Contractor shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be emailed to:

ctsantaclara@ebix.com

Or mailed to:

EBIX Inc.
City of Santa Clara Department of Public Works
P.O. Box 100085 – S2
Duluth, GA 30096

Telephone number: 951-766-2280
Fax number: 770-325-0409

I. QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

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EXHIBIT D LABOR COMPLIANCE ADDENDUM

This Agreement is subject to the requirements of California Labor Code section 1720 et seq. requiring the payment of prevailing wages, the training of apprentices, and compliance with other applicable requirements.

J. Prevailing Wage Requirements

1. Contractor shall be obligated to pay not less than the General Prevailing Wage Rate, which can be found at www.dir.ca.gov and are on file with the City Clerk's office, which shall be available to any interested party upon request. Contractor is also required to have a copy of the applicable wage determination posted and/or available at each job site.
2. Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime must be paid for work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813.
3. Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Depending on the location of the project and the amount of travel incurred by workers on the project, certain travel and subsistence payments may also be required. Contractors and subcontractors are on notice that information about such special rates, holidays, premium pay, shift work and travel and subsistence requirements can be found at www.dir.ca.gov.
4. Only bona fide apprentices actively enrolled in a California Division of Apprenticeship Standards approved program may be employed on the project as an apprentice and receive the applicable apprenticeship prevailing wage rates. Apprentices who are not properly supervised and employed in the appropriate ratio shall be paid the full journeyman wages for the classification of work performed.
5. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, Contractor agrees to present to City, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. The term "certified payroll" shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 et seq, as well as any additional documentation requested by the City or its designee including, but not limited to: certified

payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.

6. In addition to submitting the certified payrolls and related documentation to City, Contractor and all subcontractors shall be required to submit certified payroll and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and/or final payment.
7. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
8. No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors **MUST** be a registered "public works contractor" with the DIR **AT THE TIME OF BID**. Where the prime contract is less than \$15,000 for maintenance work or less than \$25,000 for construction alternation, demolition or repair work, registration is not required.
9. All contractors/subcontractors and related construction services subject to prevailing wage, including but not limited to: trucking, surveying and inspection work must be registered with the Department of Industrial Relations as a "public works contractor". Those who fail to register and maintain their status as a public works contractor shall not be permitted to perform work on the project.
10. Should any contractor or subcontractors not be a registered public works contractor and perform work on the project, Contractor agrees to fully indemnify the City for any fines assessed by the California Department of Industrial Relations against the City for such violation, including all staff costs and attorney's fee relating to such fine.
11. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

K. Audit Rights

All records or documents required to be kept pursuant to this Agreement to verify compliance with this Addendum shall be made available for audit at no cost to City, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or documents shall be provided to City for audit at City Hall when it is

practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be made available at Contractor's address indicated for receipt of notices in this Agreement.

L. Enforcement

1. City shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., City may continue to hold sufficient funds to cover estimated wages and penalties under the Agreement.
2. Based on State funding sources, this project may be subject to special labor compliance requirements of Proposition 84.
3. The City is not obligated to make any payment due to Contractor until Contractor has performed all of its obligations under these provisions. This provision means that City can withhold all or part of a payment to Contractor until all required documentation is submitted. Any payment by the City despite Contractor's failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Agreement or a waiver of the right to withhold payment for any subsequent breach of this Addendum.

City or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to \$200 per day per worker for each wage violation identified; \$100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and \$25 per day per worker for any overtime violation.