

**AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
GOLDER ASSOCIATES INC.**

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Golder Associates Inc. a Georgia 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, knowledge, experience, 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 B – Schedule of Fees

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance Addendum (if applicable)

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 Effective Date of this Agreement and terminate on September 30, 2025.

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

Not Applicable.

5. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE

Contractor represents and maintains that it has the knowledge and experience in the professional calling necessary to perform the Services, and its duties and obligations, 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 level of care and skill ordinarily exercised by other professionals currently practicing 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 Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is four million-five hundred-forty-one thousand dollars (\$4,541,000), 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.

Contractor will bill the City on a monthly basis for services provided by Contractor during the preceding month, subject to verification by City. City will pay Contractor within thirty (30) days of City's receipt of invoice.

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 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: DPW-Street Division
1700 Walsh Avenue
Santa Clara, CA 95050
and by e-mail at DStaub@SantaClaraCA.gov, and
manager@santaclaraca.gov

And to Contractor addressed as follows:

Golder Associates Inc.
425 Lakeside Drive
Sunnyvale, CA 94085
and by e-mail at Kris_Johnson@golder.com
or by facsimile at (40) 220-9924

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: _____

BRIAN DOYLE
City Attorney

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

GOLDER ASSOCIATES INC.

a California corporation/partnership/individual

Dated: _____

By (Signature): _____

Name: Jennifer Panders

Title: Principal

Principal Place of
Business Address: 425 Lakeside Drive, Sunnyvale, CA 94085

Email Address: Jennifer_Panders@golder.com

Telephone: (408) 420-9223

Fax: (408) 420-9224

"CONTRACTOR"

EXHIBIT A
SCOPE OF SERVICES

The Services to be performed for the City by the Contractor under this Agreement are set forth in Section 2.0 Scope of Services of the Contractor's proposal entitled, "Proposal to Provide Landfill OM&M Services, Santa Clara All Purpose, Santa Clara, CA (Proposal P20139785) dated June 18, 2020, which is attached to this Exhibit A.



Golder Associates Inc.

425 Lakeside Drive, Sunnyvale
California, USA 94085
T: +1 408 220-9223 F: +1 408 220-9224

June 18, 2020

Proposal No. P20139785

Dave Staub

Deputy Public Works Director
City of Santa Clara
1700 Walsh Avenue
Santa Clara, California 95050

**RE: PROPOSAL TO PROVIDE LANDFILL OM&M SERVICES, SANTA CLARA ALL
PURPOSE LANDFILL,
SANTA CLARA, CALIFORNIA**

Dear Dave,

Golder Associates Inc. (Golder) is submitting this proposal to provide continued consulting services to the City of Santa Clara at the City's landfill. Golder has provided landfill consulting services to the City of Santa Clara (City) since 2008. Current Golder personnel have provided landfill consulting services to the City for over 30 years. The current agreement between Golder and the City for landfill consulting services terminates September 30, 2020.

On-going services that Golder provides to the City include landfill operation, maintenance, monitoring, and compliance services. We have also included technical support related to the landfill end-use development proposed by Related Santa Clara, LLC (Related) and construction. Additionally, with the Related Santa Clara Development project scheduled to start construction later this year, there will be modifications and additions to the environmental monitoring and control systems. Accordingly, although the modifications and additions are not finalized, we have tried to anticipate those modifications and additions, and their effect on the scope of services. However, future operation, maintenance, and compliance services will be dependent, in part, on the Final Post-Closure Maintenance Plan to be prepared by others. The scope of services described in the proposal may need to be revised based on the approved Final Post-Closure Maintenance Plan, which could affect the estimated budget.

Key assumptions used to develop the Scope of Services and Estimated Budget are summarized in Table 1.

1.0 PROJECT UNDERSTANDING

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 with the first development construction scheduled to occur on Parcel 4 in the last half of 2020.

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 22 groundwater monitoring wells that are sampled semi-annually. Nineteen wells sample the A zone (approximately 25 feet below ground surface [BGS]) and three wells sample the B zone (approximately 60 feet BGS).

Low-level VOCs have been detected in monitoring wells located near the northeast corner 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 is currently being prepared by ERS.

In 2019, routine monitoring detected 1,4-dioxane in Well G4-R. As a result, in agreement with the 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 WDRs Monitoring and Reporting Program.

The number of groundwater monitoring wells is expected to increase in the future because of the EMP and the landfill end-use development. At this time, the number of additional monitoring wells is unknown; although Golder has previously estimated ten groundwater monitoring wells would be installed in addition to the existing groundwater

monitoring wells. This estimate was shared with Langan, Related's consultant, who thought the estimate was reasonable.

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 67 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 Langan'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.

2.0 SCOPE OF SERVICES

The tasks to be performed are described in the following paragraphs.

All work will be performed consistent with the following:

- Waste Discharge Requirements (WDR) R2-2017-0021
- Solid Waste Facility Permit (SWFP) 43-AO-0001
- Bay Area Air Quality Management District (BAAQMD) Synthetic Minor Operating Permit Condition #2935 BAAQMD Regulation 8, Rule 34 (Rule 8-34)
- California Code of Regulations Title 17
- California Code of Regulations Title 27
- Other applicable permits, approvals, rules, and regulations

Task 1 – Operations, Maintenance, and Monitoring Services

Routine operations, maintenance, and monitoring will 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.

- **Routine Weekly GCCS Inspections and Data Download:** Once each week, Golder will 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 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.

The flare station data recorder will 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.

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 O&M activities and non-routine maintenance and repair recommendations will be summarized in the internal monthly reports prepared as part of Task 2.

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. We will coordinate the removal of the condensate sump pumps in the wellfield and blower/flare facility for inspection and cleaning.

- **Routine Monthly Monitoring:** 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.

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.

- **Routine Quarterly Monitoring:** 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.

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 will be recorded as required.

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

- **Annual Title 17 and BAAQMD Rule 8-34 Surface Emission Monitoring:** 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.

Task 2 – Air Quality and LFG Compliance Reporting

Internal and required regulatory reports will be prepared as described in the following paragraphs.

- **Routine Monthly Data Review and Reporting:** Required control device operation, air quality, and LFG compliance data will be compiled and reviewed for submittal in internal monthly reports to the City. Data will be reviewed to assure that necessary compliance monitoring is being performed and data transmitted in a timely manner. The City will 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.

- Monthly reports will be submitted to the City within 25 days following the end of each month. The monthly reports will 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 will summarize all LFG and air monitoring, O&M, and compliance activities performed during the month and present collected data in a tabular format. Recommendations will be made to address potential compliance issues or maintenance activities.
- Quarterly Reporting: Routine perimeter LFG well and structure monitoring results will be reported to the LEA on a quarterly basis. Quarterly reports will be submitted to the LEA within 25 days following the quarter end. Draft quarterly reports will be submitted to the City for review and comment 10 days before the submittal date. Annual surface emissions monitoring data will be processed and stored for preparation of the annual AB32 report to the BAAQMD.
- Quarterly reports documenting calibration of methane sensors will be prepared and submitted to the LEA.
- BAAQMD Rule 8-34 Annual Report: The annual report required by BAAQMD Rule 8-34, Section 411 and Synthetic Minor Operating Permit Part 14 will be prepared. The report will be based, in part, on the information collected during routine monitoring events and compiled in the monthly internal reports. A draft report will be submitted to the City for review and comment 10 days prior to the submittal deadline. The reports will be finalized based on comments received. The final report will be submitted to the City for approval and signature before submittal to the regulatory agencies by the required deadline.
- Annual Title 17 Report: The annual report required by Title 17, Section 95470(b)(3) will be prepared. The report will include general facility information, LFG collection information, LFG collection and control system operating information, and deviations from Title 17 requirements. The report will also include the annual surface emission monitoring report and flare source test report. A draft report will be submitted to the City for review and comment 10 days prior to the submittal deadline. The reports will be finalized based on comments received. The final report will be submitted to the City for approval and signature before submittal to the regulatory agencies by the required deadline, March 15.
- E-GRRT Report: Data will be compiled and the annual greenhouse gas report (e-GGRT) will be prepared for electronic submittal to the EPA by April 1. The draft e-GGRT report from the EPA website will be submitted to the City for review

and comment 10 days prior to the due date. The report will be finalized based on comments received.

- **LFG System Operations Report:** 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. Draft reports are to be submitted to the City 10 days prior to the submittal date. The reports will be finalized based on comments received.

Task 3 – Water Quality Monitoring and Reporting Services

Semiannual and annual water-quality monitoring and reporting for the landfill will be performed consistent with the Self-Monitoring Program (SMP) contained in WDR R2-2017-0021. Samples will be collected during the second and fourth quarter of each year.

- **Semi-annual Monitoring and Analysis:** The elements of the semi-annual water quality detection monitoring include:
 - Semiannual monitoring and sampling from twenty-two 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-14, G-15, G-16R, G-17, G-18, G-19, G-21, and H-5, H-6, and H-7) and from the leachate discharge sampling locations (LR-1 and LR-4).
 - Semiannual monitoring and sampling from ten new groundwater monitoring wells to be installed in 2020–2021 (quarterly for two years to establish Water Quality Protection Standards).
 - 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).
 - Semiannual liquid level measuring in 32 groundwater wells or piezometers.

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

The following sampling and analysis procedures shall be implemented:

- Prior to initiating sampling at the landfill, the laboratory will be contacted for delivery of appropriate sample containers.
- Fluid levels will be measured in each monitoring well before samples are collected.

- Sample collection and storage will be performed as specified in EPA SW-846.
- Groundwater wells will be purged before sample collection; leachate and surface water will be collected as grab samples. Groundwater samples will be field filtered for metals analyses; leachate and surface water will be unfiltered.
- Semiannual groundwater, surface water, and leachate samples will be analyzed for the following suite of parameters; sampling will 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)

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

- **5-Year Monitoring and Analysis:** Included in the WDR monitoring requirements is a 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 2022.
- **Standard Observations:** Standard observations are required by the WDRs within the landfill limits, at the landfill perimeter, and at the receiving waters. Standard observations will be recorded quarterly and will include:
 - **Landfill**
 - Evidence of ponded water
 - Evidence of odors
 - Evidence of erosion and/or daylighted waste
 - **Landfill Perimeter**
 - Evidence of liquid leaving or entering the landfill
 - Evidence of odors
 - Evidence of erosion and/or daylighted waste
 - Vegetation coverage
 - **Receiving Waters**
 - Floating and suspended materials of waste origin
 - Discoloration and turbidity
 - Evidence of odors
 - Evidence of beneficial use
 - Estimated flow rate

- Weather conditions

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

- **Semi-annual Reporting:** The monitoring results submittals to the RWQCB will consist of two semiannual 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 semiannual report. The semiannual monitoring reports will 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:
 - Coordination with contracted laboratory to obtain sample analytical results
 - Evaluation of laboratory results
 - Maintenance of existing test results databases
 - Preparation of groundwater contour maps and calculation of groundwater velocity
 - Preparation of historical tabular and graphical data summaries
 - Calculation of concentration limits

Draft reports will be submitted for review at least 10 working days prior to the reporting deadlines. In addition to the results from this scope of work, monitoring reports will include information provided by others, including copies of leachate extraction data. The City-approved semiannual reports will be transmitted to the RWQCB in both hard-copy and electronic formats, and entered the state Geotracker system, as required.

- **Annual Maintenance Report:** 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. The report is to 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. The report is due to the RWQCB by July 31 of each year.

Task 4 – Non-Routine and Emergency Compliance Services

Non-routine tasks are those activities that are above and beyond the scope of services described in Tasks 1 through 3. 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. These tasks are performed with the advanced approval of the City. An emergency task is an event that requires immediate response and will generally be performed without the advanced approval of the City. Special projects may also be requested by the City.

- **Non-Routine Maintenance and Repairs:** Non-routine activities include specific pre-scheduled work tasks that are required to maintain regulatory compliance or

improve environmental control system performance. These work tasks will 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. Examples of specific work tasks that could be performed under this category include, but are not limited to:

- Replacement or upgrade of site monitoring facilities, instrumentation, or procedures
 - Replacement or upgrade of site environmental control equipment or facilities, including landfill final cover
 - Investigation and characterization of deviations in the site or compliance data, including slope failures, air leakage or intrusion, high temperatures, or potential subsurface combustion.
 - Assist with periodic site inspections and record reviews by regulatory agencies
 - Rule, permit, and variance compliance negotiations with regulatory agencies
 - Permit applications for modified or new facilities or equipment
 - Notifications to regulatory agencies for breakdowns or abnormal operations
 - SEM, component leak, and well deviation follow-up
- **Emergency Services:** Provide emergency response services for landfill environmental control system malfunctions during the contract term. 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. **Special Projects:** Special projects that have been authorized in the past, including:
- **Special Projects:** Special projects that have been authorized in the past, including:
- Condensate storage tank design and permitting
 - Compressor replacement/installation
 - Condensate neutralization system design and permitting
 - Update of the financial assurance and post closure maintenance plan
 - Support for improvements to the LFG collection and control system
- **Topographic Mapping:** A topographic map meeting the following requirements will be prepared during the 2023 - 2024 agreement year:
- Provide control survey based on NAD88 horizontal datum, NGVD88 vertical datum, and California Coordinate System Zone 3
 - Provide color aerial photography
 - Analytical aerotriangulation
 - Photogrammetric mapping at 40 scale
 - Provide AutoCAD 3D file
 - Provide PDF of topographic map

- Provide 4 DVDs with color digital orthophoto in TIFF/TFW format
- Provide 2 sets of black and white contact prints

An iso-settlement map will be prepared consistent with 27 CCR 21090(3)(2). The next iso-settlement map is due in 2024.

Task 5 - Related Santa Clara Development Project Technical Support

Technical support will be provided to the City associated with the proposed Related Santa Clara Development. Services related to the proposed development may include:

- Providing background information to Related's consultants
- Reviewing and commenting on various work plans prepared by Related's consultants
- Reviewing and commenting on investigation results and engineering analyses
- Reviewing and commenting on reports and preliminary designs prepared by Related's consultants
- Reviewing potential development-related impacts to containment systems
- Reviewing potential development-related impacts to environmental control systems
- Reviewing potential development-related impacts to environmental monitoring systems
- Reviewing potential impacts to the Ameresco generation facility
- Reviewing regulatory compliance issues
- Reviewing proposed development plans
- Reviewing regulatory submittals
- Meeting with Related and its consultants
- Meetings with the RWQCB and the LEA

Task 6 - Construction Support

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. Observations shall be documented in accordance with City and regulatory requirements. Work on this type of project will be undertaken following approval of the City.

Task 7 - Permitting Support

As requested, Golder 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 2024. Documents to be submitted as part of the 5-year SWFP review are:

- Application for five-year SWFP review
- Final Postclosure Maintenance Plan
- Updated postclosure maintenance cost estimate
- Non-Water Release Corrective Action Plan
- Financial assurance

The postclosure maintenance plan and postclosure maintenance cost estimate are to be updated consistent with 27 CCR 21815 and 21840. The non-water release corrective action plan is to be prepared consistent with 27 CCR 22101.

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

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

Task 8 – Evaluation Monitoring Plan

Golder will prepare an Amended Report of Waste Discharge to establish an Evaluation Monitoring Program(EMP) as requested by the RWQCB by letter dated January 15, 2019, “to assess the CVOC releases (including identifying its source(s)) and better characterize subsurface migration pathways so that the impacted groundwater can be more fully monitored and addressed.” The EMP will meet the requirements specified in 27 CCR20420(k)(5), and include the following:

- Review of existing groundwater quality data and subsurface hydrogeologic conditions

- Review of historical landfill operations and physical conditions that could affect the release of CVOCs to groundwater
- Review water-quality data with respect to changes in trends that may have occurred and look for geochemical reasons for differing concentration trends such as changes in redox conditions or chemical degradation of VOCs.
- The EMP data review will be used to determine the principal release/transport mechanism and therefore, the appropriate source control measures for corrective action.
- An engineering feasibility study (EFS) that at a minimum, in accordance with 27 CCR 20425(k)(6), contains a detailed description of the corrective action measures that could be taken to achieve background concentrations for all Constituents of Concern. The EFS will summarize the findings of the EMP.
- An amended Report of Waste Discharge (ROWD) to establish a corrective action program meeting the requirements of 27 CCR 20430

After completing the data review portion of the EMP, Golder will complete the EFS. The EFS will include the following: review and update of corrective action goals, evaluation of corrective action alternatives, and selection of the recommended corrective actions to meet the requirements of 27 CCR 20430. The corrective action alternatives evaluation will include several alternatives (e.g., monitored natural attenuation, LFG collection and control, and other source controls). Each of the corrective action alternatives will be evaluated based on criteria provided in 40 CFR 258.56 and 258.57: (1) the potential for protection of human health and the environment, (2) ability to achieve Water Quality Protection Standards, (3) performance and reliability, (4) control of the source to reduce further releases, (5) implementability and time to implement, (6) cost, and (7) institutional requirements, such as Water Board approval.

The amended ROWD will present the selected corrective action alternative and include the information in 27 CCR 20430.

The anticipated schedule for preparing the EMP/EFS is shown below.

Review existing data and summarize EMP findings	July – September 2020
Evaluate corrective action alternatives and prepare the EFS	October – December 2020

3.0 ESTIMATED BUDGET

Golder proposes to provide the services described above on a time-and-expense basis in accordance with the attached 2020 Rate Schedule. We propose to hold the 2020

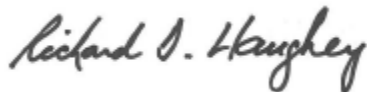
rates through the first three years of the project. The rates will be adjusted in the fourth year of the budget consistent with Golder's then current standard rates. For budgeting purposes, we have assumed the rates in the fourth year would be an approximately 7.8 percent increase compared to the 2020 rates.

Based on our research and consultation with labor attorneys, we do not believe that prevailing wage rates are applicable to the services being proposed. The estimated annual budget by year is summarized in Table 2. The estimated annual budget is based on our 2020 Rate Schedule. The payment of prevailing wage rates has not been assumed.

If you have any questions about this proposal or need additional information, contact Rich Haughey (408-220-9240) or Kris Johnson (408-220-9242).

Sincerely,

Golder Associates Inc.



Richard D. Haughey
Associate



Kris Johnson
Associate

CC: Brian Stozek
Andy Wang
Steve Nguyen

Attachments: Table 1 – Key Assumptions
Table 2 – Estimated Budget Summary
2020 Standard Charge Rates

Table 1
Key Assumptions

Landfill Gas Collection and Control System

- Landfill gas collection system based on Langan 50% design for Parcel 4
- The number of landfill gas collection wells will increase from 74 to 118 wells with the addition of 44 more wells in Parcel 4 that will become operational during the second year of the agreement
- Thirty new perimeter landfill gas monitoring probes will be installed as part of Parcel 4 development increasing the total number of perimeter landfill gas monitoring probes from 44 to 74
- The additional landfill gas collection wells and perimeter monitoring probes will be installed during the 2020 – 2021 agreement year and be included in the monitoring program in 2021 – 2022 agreement year
- Landfill gas monitoring costs were prorated based on the increased number of wells and an increase in the monitoring time due to access constraints
- Monitoring will continue at the current weekly, monthly, and quarterly frequencies
- Non-routine maintenance is based on costs over the past 3 years
- Landfill gas condensate will continue to be disposed to the sanitary sewer system following treatment to adjust the pH
- Monitoring and operation of building LFG intrusion prevention systems and/or methane sensor systems is not included in this scope of services and is assumed to be performed by others

Air Compliance

- No change in the current air compliance requirements
- Surface emissions monitoring will be performed annually
- No surface emissions detected
- Permitting replacement landfill gas collection wells or building (or other above landfill) landfill gas control systems is not included in this scope of services and is assumed to be by others

Groundwater Monitoring and Reporting

- The number of groundwater monitoring wells will increase from 22 to 32 (2 additional G wells, 4 additional H wells, and 4 deep wells)
- The additional groundwater monitoring wells will be installed during the 2020 – 2021 agreement year and be included in the monitoring program during the 2021 – 2022 agreement year
- The new groundwater monitoring wells will be sampled quarterly for two years to establish Water Quality Protection Standards
- Monitoring parameters will be the same as in the current WDRs except for 1,4 Dioxane which will be analyzed using Method 8270
- No sampling or analysis of PFAs included
- No vadose zone monitoring will be required

Surface Water Monitoring and Reporting

- The number of surface water monitoring locations will remain the same
- Monitoring parameters will be the same as in the current WDRs except for 1,4 Dioxane which will be analyzed using Method 8270

Leachate Control

- A second leachate sampling location will be added at LR-4
- Monitoring parameters will be the same as in the current WDRs except for 1,4 Dioxane which will be analyzed using Method 8270
- Leachate will continue to be disposed to the sanitary sewer system at no cost

Table 2
Santa Clara All Purpose Landfill
OM&M Services
Estimated Cost

Task	Sub-Task	Task/Sub-Task Name	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	5-Year Total
1		Operations, Maintenance and Monitoring Services	\$132,039	\$200,328	\$200,328	\$213,237	\$213,237	\$959,168
	1A	Routine Weekly GCCS Inspections and Data Download	\$47,243	\$75,340	\$75,340	\$80,474	\$80,474	
	1B	Routine Monthly Monitoring	\$34,031	\$55,081	\$55,081	\$58,656	\$58,656	
	1C	Routine Quarterly Monitoring	\$26,551	\$42,695	\$42,695	\$45,679	\$45,679	
	1D	Annual Title 17 and BAAQMD Surface Emissions Monitoring	\$9,928	\$9,971	\$9,971	\$10,555	\$10,555	
	1E	Annual Flare Monitoring/Source Test	\$9,103	\$9,103	\$9,103	\$9,204	\$9,204	
	1F	Project Management	\$5,185	\$8,138	\$8,138	\$8,669	\$8,669	
2		Air Quality and LFG Compliance Reporting	\$52,226	\$58,846	\$58,846	\$63,067	\$63,067	\$296,051
	2A	Routine Monthly Data Review & Reporting	\$24,020	\$26,805	\$26,805	\$28,854	\$28,854	
	2B	Quarterly Reporting	\$10,278	\$12,769	\$12,769	\$13,746	\$13,746	
	2C	BAAQMD Rule 8-34 Report/Annual Report	\$5,200	\$5,200	\$5,200	\$5,596	\$5,596	
	2D	Annual Title 17 Report	\$4,501	\$4,501	\$4,501	\$4,848	\$4,848	
	2E	E-GRRT Report	\$2,424	\$2,424	\$2,424	\$2,611	\$2,611	
	2F	LFG System Operation Report	\$3,440	\$4,259	\$4,259	\$4,586	\$4,586	
	2G	Project Management	\$2,363	\$2,888	\$2,888	\$2,827	\$2,827	
3		Water Quality Monitoring and Reporting Services	\$78,507	\$106,533	\$125,322	\$101,178	\$101,178	\$512,718
	3A	Semi-annual Monitoring & Analysis	\$46,660	\$72,998	\$72,998	\$64,125	\$64,125	
	3B	5-Year Monitoring and Analysis	NA	NA	\$17,823	NA	NA	
	3C	Standard Observations	\$3,619	\$3,646	\$3,646	\$3,898	\$3,898	
	3D	Semi-annual Reporting	\$20,464	\$22,678	\$22,678	\$24,422	\$24,422	
	3E	Annual Maintenance Report	\$3,564	\$3,564	\$3,564	\$3,838	\$3,838	
	3F	Project Management	\$4,200	\$3,646	\$4,612	\$4,896	\$4,896	
4		Non-Routine and Emergency Compliance Services	\$153,331	\$153,331	\$153,331	\$165,999	\$225,364	\$851,356
	4A	Non-routine Maintenance and Repairs	\$102,288	\$102,288	\$102,288	\$108,099	\$108,099	
	4B	Emergency Services	\$14,293	\$14,293	\$14,293	\$15,320	\$15,320	
	4C	Special Projects	\$29,102	\$29,102	\$29,102	\$31,339	\$31,339	
	4D	Topographic Mapping	NA	NA	NA	NA	\$59,365	
	4E	Project Management	\$7,648	\$7,648	\$7,648	\$11,241	\$11,241	
5		Related City Center Santa Clara Project Technical Support	\$400,000	\$350,000	\$250,000	\$200,000	\$200,000	\$1,400,000
6		Construction Support	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$50,000
7		Permitting Support	NA	NA	NA	\$14,648	NA	\$14,648
8		Evaluation Monitoring Program	\$44,064	NA	NA	NA	NA	\$44,064
Total Estimated Cost			\$870,167	\$879,038	\$797,827	\$768,129	\$812,846	\$4,128,005

EXHIBIT B
SCHEDULE OF FEES

City will pay Contractor in accordance with Contractor's Professional Rate Schedule, which includes all billing and costs. The Professional Rate Schedule will be effective through the first three years of services. Contractor will provide City with a revised Professional Rate Schedule for the fourth year of services.

In no event shall the amount billed to City by Contractor for services under this Agreement exceed \$4,541,00, subject to budget appropriations. This amount includes the estimated costs in the proposal of \$4,128,005, plus a 10% contingency.

Contractor will bill City on a monthly basis for Services provided by Contractor during the preceding month on an invoice and in a format approved by City and subject to verification and approval by City. City will pay Contractor within thirty (30) days of City's receipt of an approved invoice.



GOLDER

**PROFESSIONAL RATE SCHEDULE
CALENDAR YEAR 2020
WESTERN BUSINESS UNIT (AK, PNW & CA)**

Invoices from Golder include all labor charges, other direct costs, and costs associated with in-house services. Charges include only those services directly attributable to the execution of the work. Time spent when traveling in the interest of the work will be charged in accordance with the hourly rates.

Labor charges are based upon standard hourly billing rates for each category of staff. The billing rates include costs for salary, payroll taxes, insurance associated with employment, benefits (including holiday, sick leave, and vacation), administrative overheads, and profit. Rates by labor category are as follows.

ENGINEERS AND SCIENTISTS		RATE ¹
LV1	Engineer/Scientist	\$109
LV2	Staff Engineer/Scientist	\$120
LV3	Project Engineer/Scientist	\$140
LV4	Senior Project Engineer/Scientist	\$156
LV5	Senior Engineer/Scientist	\$187
LV6	Senior Consultant	\$229
LV7	Practice/Program Leader	\$250
LV8	Senior Practice/Program Leader	\$270

TECHNICIANS		RATE ¹
LT1	Technician	\$81
LT2	Staff Technician	\$114
LT3	Senior Staff Technician I	\$120
LT4	Senior Staff Technician II	\$130

DRAFTING/DIGITAL DESIGN		RATE ¹
LD1	Draftsperson	\$88
LD2	Staff Draftsperson I	\$99
LD3	Staff Draftsperson II	\$125
LD4	Senior Staff Draftsperson	\$135

ADMINISTRATIVE SUPPORT		RATE ¹
LA1	Admin Support	\$73
LA2	Staff Admin Support	\$83
LA3	Senior Admin Support	\$98
LA4	Project Coordination/Controls	\$110

- ¹ The billing rates shown above are valid for the first three years of the agreement 2020/2021 – 2022/2023.
- ² A 5% charge will be added to the total labor fees to cover all incidental office disbursements, including production of color and b/w working documents, the production of 3 sets of drawings/documents, as well as associated communication charges (excluding satellite phones). Reproduction of additional copies and drawings/documents will be at cost plus the required time charges.
- ³ A 10% carrying charge will be added to all other disbursements including materials, subcontractor costs, drilling or excavation services and use of external laboratory services.
- ⁴ Rates for specialist services, including but not limited to litigation support; expert witness, including time spent in depositions and the preparation and presentations of testimony; and/or senior level consultation, and priority emergency level services are available upon request.
- ⁵ Rates for laboratory services and use of equipment owned by Golder Associates will be provided upon request.
- ⁶ The rates and charges listed above exclude applicable local and federal taxes. Taxes will appear as a separate line item on each invoice.

EXHIBIT C

INSURANCE REQUIREMENTS

Prior to commencing any of the Services required under this Agreement, the Contractor (and its subcontractors, if required pursuant to Section 5(d)) shall provide and maintain in full force and effect, at its sole cost and expense, the following insurance policies with the coverages, provisions and endorsements described herein. Such policies shall be maintained for the full term of this Agreement and the stated warranty period (if applicable). For purposes of the insurance policies required under this Agreement, the term "City" shall include the duly elected or appointed council members, commissioners, officers, employees, and volunteers of the City of Santa Clara, California, individually or collectively. Notwithstanding the foregoing, nothing contained in this Exhibit C shall limit or otherwise restrict or impair the indemnification obligations of Contractor under and pursuant to the Agreement for Services.

1. **SCOPE AND LIMITS OF REQUIRED INSURANCE POLICIES.**

The following policies shall be maintained with insurers authorized to do business in the State of California:

a. **COMMERCIAL GENERAL LIABILITY INSURANCE POLICY ("CGL").**

Policy shall include coverage at least as broad as set forth in Insurance Services Office (herein "ISO") Commercial General Liability coverage (Occurrence Form CG 0001) with policy limits per the following:

\$5,000,000 each occurrence;
\$5,000,000 for personal injury liability;
\$5,000,000 aggregate for products-completed operations; and,
\$5,000,000 general aggregate.

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.

b. **BUSINESS AUTOMOBILE LIABILITY POLICY ("BAL").**

Policy shall include coverage at least as broad as set forth in Insurance Services Office Business Automobile Liability coverage, Symbol 1 "Any Auto" (Form CA 0001). This policy shall include a combined single limit of two million (\$2,000,000) dollars for each accident, for bodily injury and/or property damage.

c. **WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY ("WC/EL").** (A Workers' Compensation Policy or

adequate levels of self-insurance are required only if Contractor has employees or volunteers.)

These policies shall include at least the following coverages and policy limits:

1. Workers' Compensation insurance as required by the laws of the State of California; and
2. Employer's Liability insurance with coverage amounts not less than one million (\$1,000,000) dollars each accident/Bodily Injury (herein "BI"); one million (\$1,000,000) dollars policy limit BI by disease; and, one million (\$1,000,000) dollars each employee BI by disease.

d. **CONTRACTOR'S POLLUTION LIABILITY ("CPL")**

Contractor shall provide a Contractor's Pollution Liability Insurance policy with coverage limits of five million dollars (\$5,000,000) each claim and five million dollars (\$5,000,000) in the aggregate. All activities contemplated in this agreement shall be specifically scheduled on the policy as "covered operations." Any deductible shall be solely the obligation of Contractor and any deductible in excess of \$250,000 per incident must be declared to and approved by City in writing. Contractor represents and warrants that such policy affirmatively covers liability for bodily injury, damage to and loss of use of property, and clean-up costs arising from sudden, accidental and gradual pollution and remediation in connection with the Services under this Agreement and that there are no material exclusions impacting coverage for the foregoing. Contractor shall have the City, Council, officers, employees and volunteers added as additional insureds under this policy pursuant to an endorsement, the form and substance of which is reasonably acceptable to the City. The following provisions shall apply:

1. The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.
2. Products/completed operations coverage shall extend a period of 10 years after project completion; provided, however, if the cost to obtain such 10-years' products/completed operations coverage exceeds \$25,000, then the City shall have the option to either (i) waive the 10-year products/completed operations requirement and accept 3 years products/completed operations; or (ii) reimburse Contractor for the cost of such products/completed operations coverage in excess of \$25,000.
3. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors.

4. If the insured is using subcontractors the Policy must include work performed "by or on behalf" of the insured.
5. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer.

Notwithstanding anything to the contrary herein, in the event the requirements set forth in this Section 1 d. are satisfied by a Contractor's Pollution Liability Insurance policy that insures Contractor's work at any other location than the location where the Work is performed (each, a "Corporate CPL Policy") and, as a result of claims or losses paid on such Corporate CPL Policy, the aggregate limit of liability thereunder equals \$5,000,000 or less during the term of this Agreement, Contractor shall be obligated to notify City of the same, whereupon City may elect, in its sole discretion, to require Contractor to obtain a site-specific Contractor's Pollution Liability Insurance policy to satisfy the requirements under this Section 1 d.

e. **PROFESSIONAL LIABILITY INSURANCE ("PLI")**

Contractor shall maintain Professional Liability insurance commencing on the date hereof and continuously renewing for or having an extended reporting period of not less than the applicable statute of repose for design defects in California with limits of insurance of five million dollars (\$5,000,000) per claim and five million dollars (\$5,000,000) in the aggregate; provided, however, that if the cost to obtain such extended reporting period operations coverage exceeds \$25,000, then the City shall have the option to either (i) waive the foregoing extended reporting period and accept 3 years extended reporting; or (ii) reimburse Contractor for the cost of such extended reporting coverage in excess of \$25,000.

2. **DEDUCTIBLES AND SELF-INSURANCE RETENTIONS.**

Any deductibles and/or self-insured retentions which apply to any of the insurance policies referred to above shall be solely the obligation of Contractor. At the option of the City, Contractor shall provide financial assurance reasonably satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and/or defense expenses.

3. **ENDORSEMENTS.**

All of the following clauses and endorsements, or similar provisions, are required to be made a part of the required insurance policies indicated in parentheses below:

- a. Additional Insureds The City of Santa Clara, its City Council, commissions, officers and employees are hereby added as additional insureds in respect to liability arising out of the Contractor's work for the City, providing coverage at least as broad as Insurance Services Office (ISO) Endorsement CG 2010, or insurer's equivalent (CGL, CPL); provided, however, the language of the additional insured endorsement for the CPL policy shall be approved by the City in advance, which approval shall not be unreasonably withheld or delayed);
- b. General Aggregate The general aggregate limits shall provide coverage at least as broad as Insurance Services Office (ISO) Endorsement CG 2503, or insurer's equivalent (CGL);
- c. Primary Insurance This policy shall be considered primary insurance with respect to any other valid and collectible insurance City may possess, including any self-insured retention City may have, and any other insurance City does possess shall be considered excess insurance only and shall not be called upon to contribute with this insurance but only as it relates to Contractor's performance under this Agreement (CGL, BAL, CPL); and
- d. Notice of Cancellation No cancellation shall be effective until written notice has been given at least thirty (30) days prior to the effective date of such cancellation to City at the address set forth below, except the insurer may give ten (10) days' notice for non-payment of premium (CGL, BAL, WC/EL, CPL & PLI).

4. **ABSENCE OF INSURANCE COVERAGE.**

City may direct Contractor to immediately cease all activities with respect to this Agreement if the City determines that Contractor fails to carry, in full force and effect, all insurance policies or self-insurance with coverages at or above the limits specified in this Agreement. Any delays or expense caused due to stopping of work and change of insurance shall be considered Contractor's delay and expense. At the City's discretion, under conditions of lapse, City may upon five (5) days prior written notice to Contractor, purchase appropriate insurance and charge all costs related to such policy to Contractor.

5. **PROOF OF INSURANCE COVERAGE AND COVERAGE VERIFICATION.**

A Certificate of Insurance, on an Accord form, and implementing endorsements shall be provided to City by each of Contractor's insurance companies as evidence of the stipulated coverages prior to commencement of work under this Agreement,

and annually thereafter at the time of termination of existing coverage for the term of this Agreement. All of the insurance companies providing insurance for Contractor shall have, and provide evidence of, a Best Rating Service rate of "A VI" or above.

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. 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:

Email address: ctsantaclara@ebix.com

Or, can be mailed to:

City of Santa Clara, Department of Public Works
c/o Insurance Data Services – Insurance Compliance
P.O. Box 100085 – S2
Duluth, GA 30096

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

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.

A. 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.

B. 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.

C. 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.