

**AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
NV5 INC.**

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and NV5 Inc. a California 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 design professional services more fully described in this Agreement, at Exhibit A, entitled “Scope of Services”;
- B. “Design professional” includes licensed architects, licensed landscape architects, registered professional engineers and licensed professional land surveyors;
- C. 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,
- D. 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 October 9, 2018 and terminate on December 31, 2021.

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.

- A. All reports, costs estimates, plans and other documentation which may be submitted or furnished by Contractor shall be approved and signed by an appropriate qualified licensed professional in the State of California.
- B. The title sheet for specifications and reports, and each sheet of plans, shall bear the professional seal, certificate number, registration classification, expiration date of certificate and signature of the design professional responsible for their preparation.

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 Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is four hundred and twenty seven thousand one hundred and forty seven dollars (\$427,147), 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. City grants such permission for all subcontractors listed in Exhibit A, Scope of Services.

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, to the extent arising out of, pertaining to, or related to the negligence, recklessness, or willful misconduct of the Contractor, its employees, subcontractors, or agents in the performance, or non-performance, of Services under this Agreement.
- B. To the extent permitted by law, Contractor agrees to protect, defend, indemnify, and hold harmless City, its City Council, commissions, officers, employees, volunteers and agents from and against any employment-related claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such employment-related claim or other action, and whether sounding in law, contract, tort, or equity, 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, and shall expressly include passive or active negligence by City. However, the obligation to indemnify set forth in this paragraph 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.
- 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: Water and Sewer Utilities
1500 Warburton Avenue
Santa Clara, CA 95050
jli@santaclaraca.gov, and
smehta@santaclaraca.gov

And to Contractor addressed as follows:

Victor Alaniz
2025 Gateway Place, Suite 156
San Jose, CA 95110
victor.alaniz@nv5.com

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”

NV5 INC.
A California corporation

Dated: _____
By (Signature): _____
Name: _____
Title: _____
Principal Place of
Business Address: _____
Email Address: _____
Telephone: () _____
Fax: () _____

“CONTRACTOR”

EXHIBIT A SCOPE OF SERVICES

The Services to be performed for the City by NV5, Inc. under this Agreement are set forth below.

NV5, Inc. will provide engineering design services for the rehabilitation of three welded steel Serra water storage tanks located at 200 Lawrence Expressway, Santa Clara California, as described in that document entitled, "Request For Proposal for Professional Services: Serra Tanks Rehabilitation," Number 216, issued on May 24, 2018 (the "RFP"). The scope of services includes reviewing the existing site conditions, evaluating, and preparing plans and specifications for the rehabilitation of the existing water storage tanks to meet current regulations and OSHA code requirements, as described in more detail below.

For purposes of this Exhibit A only, the terms "we", "our", and "NV5" shall refer to NV5, Inc.; the term "contractor" does not refer to NV5, Inc.

Task 1 – Project Administration and Coordination

Internal coordination will be critical as multiple disciplines will be collaborating on the Project and compiling information and recommendations on the three tanks simultaneously. The City will be kept fully informed of key issues and their resolution with decisions documented during the assessment and design process. Effective management of the project to complete the tank inspections (Phase 1) and design of the recommended tank improvements (Phase 2), on time and within budget will be accomplished by providing the following sub-tasks.

Task 1 Deliverables:

1. Project Schedule
2. Meetings and Workshops Agenda and Notes
3. Monthly Invoicing Packets (including Status Report and Schedule Update)

Task 1.1 – Project Administration

Project administration includes supervision and scheduling of NV5 staff, project coordination with NV5 staff and subconsultants, liaison with the City, monitoring of budget and schedule, corresponding with City staff and other interested parties, and peer (QA/QC) reviews by senior staff.

Task 1.2 – Project Reporting

Status discussions will be held with the City project manager on a weekly basis. These discussions are assumed to occur by phone. The discussion will include a review of action items, a discussion of outstanding technical issues, and a confirmation of planned activities for the subsequent work.

Status reports will also be submitted monthly as part of the invoicing process and will include:

- 1) Detailed breakdown of labor hours and costs for each task.
- 2) Summary of project financial status in spreadsheet form.
- 3) Description of accomplishments for the previous month and a summary of goals for the next month.
- 4) Updated preliminary project schedule.

Task 1.3 – Project Meetings

The following meetings are planned to provide the City with opportunities to furnish input.

1) Kickoff Meeting – NV5 will review project goals, identify background data to be provided by the City, confirm the tank inspection approach, and discuss preliminary concerns the City may have.

2) Design and Coordination Meetings/Workshops – NV5 will conduct the following meetings / workshops with City staff:

A. Draft Inspection/Recommendations Report Meeting - After the City has completed their review of the Draft Inspection/Recommendations Report, NV5 will meet with City staff to receive feedback and to confirm final recommendations and priorities to implement in the design documents.

B. Design Progress Meetings (3): NV5 will attend a progress meeting with the City at the following specific design milestones:

- i. 60% Design
- ii. 90% Design
- iii. 99% Design

C. NV5 will coordinate with City staff to schedule all project meetings and will provide meeting agendas one week in advance followed by meeting notes within one week of each meeting. Copies of meeting notes may be included in the monthly invoicing packet.

Task 2 – Site Investigation, Data Collection & Utility Research

The site investigations (tank inspections), data collection and utility research will be conducted according to the following sub-tasks:

Task 2 Deliverables:

1. Inspection Form and Inspection /Recommendations Report (Draft)
2. Inspection / Recommendations Report (Final)
3. Topographic Base Map
4. Utility Letters
5. Diving Inspection Video / Images and Report

Task 2.1 – Outreach to Operations and Maintenance Staff

Outreach to City staff is critical in the collection of background information for subsequent analyses. Outreach efforts will focus on gaining knowledge regarding previous investigations and technical studies, known maintenance concerns, current techniques for mitigating problems in the field, and anecdotal information. Desired design criteria will also be verified by key staff. NV5 will conduct a workshop with the City's Operations and Maintenance (O&M) staff to: 1) collect information regarding the operational / maintenance history of each tank; 2) receive any 'anecdotal' information about the tanks; and 3) review the O&M staff's rehabilitation concerns/needs. The feedback from the O&M Workshop Meeting will be included in the Background Data Summary Technical Memorandum (TM) prepared under Task 2.2 and will serve as the base for the tank assessment phase of the project.

Task 2.2 – Review of Existing Documentation

NV5 will gather available information applicable to the existing storage tanks including: As-Built drawings for tanks; Previous geotechnical investigations (if available); Previous tank interior and exterior inspection reports (if available); and Tank manufacturer shop drawings (if available). NV5 will review any existing inspection reports, including any inspection videos, to determine the condition of the interior of the tanks and to confirm any previously discovered defects. Background information will be summarized in a Background Data Summary TM for submittal to the City. NV5 will review the available information to customize our standard tank inspection sheets prior to the site visit(s). The inspection form will be provided to the City for review prior to initiating the tank inspections. If the City does not have copies of the steel tank shop drawings (fabrication drawings), NV5 will assist the City in obtaining the drawings. NV5 will coordinate with the tank manufacturer and provide the City with prepared document request letters along with contact and cost information for obtaining the fabrication drawings.

Task 2.3 – Topographic Survey

O'Dell Engineering will be providing the topographic survey services required for this Project. They will perform a topographic survey on a 50-foot grid of all hardscape and softscape areas within the tank site. Survey control will be based on the NAD83 horizontal datum and NAVD88 vertical datum using local benchmarks. Coordinates will be provided on up to three control points. The topographic map will be prepared at 1-inch = 20 ft. scale and will include: grade breaks, high points, low points, surface-visible improvements, surface-visible utility features (fences, signs, walls, buildings, striping, driveways, walkways, drainage, structures, lights, poles, bollards, general vegetated or landscape areas, USA markings, vaults, valves, piping, meters, boxes, pedestals, cleanouts, manholes, drain inlets, catch basins, culverts, outfalls, and standpipes), and trees 6-inch in diameter or larger.

Task 2.4 – On-Site Tank Assessments

NV5 will utilize the criteria outlined in the RFP as well as other assessment measures to develop a comprehensive assessment of each tank. Our tank inspectors will be on-site to conduct the tank assessments using readily available information without accessing the interior of the tanks. To inspect the interior roof members of each tank, we anticipate placing an inflatable 2-man raft inside the tank through roof hatch (minimum 30-inch diameter). We will coordinate with the City to ensure the tank level is at a desirable level and valving closed at each tank for a limited period (2 hours maximum) to complete the interior inspection of each tank. Tank inspections will at a minimum conform to:

- 1) AWWA D100 Standard for Welded Steel Tanks for Water Storage
- 2) AWWA D102 Standard for Coating Steel Water Storage Tanks
- 3) AWWA C652 Standard for Disinfection of Water-Storage Facilities
- 4) California Building Code 2016
- 5) Society for Protective Coatings (SSPC) Systems and Specifications.

Our specialist inspectors (piping, mechanical, coatings, and structural) will be present during the inspections to ensure all aspects of the tank are covered. We will also conduct a comprehensive exterior inspection and analysis of the tank ancillary features, tank piping, and valving along with recommendations to enhance the operational flexibility and capabilities of each tank to operate and isolate independently.

V&A Consulting Engineers will provide an analysis of the existing water quality with respect to corrosion of welded steel water tanks to identify specific recommendation for corrosion control.

Miller-Pezzoni will provide an analysis of the electrical appurtenances at each tank and make rehabilitation improvements regarding the intrusion system, roof vent fan, and mixing system.

OPTIONAL TASK: If the initial assessment confirms additional interior inspection is warranted to confirm the structural condition, we propose to conduct a video inspection of the interior of the tank. The video inspection will be provided by LiquiVision Technology. We anticipate the diving inspection for all three tanks can be completed within 5 working days assuming the City allows us and LiquiVision to inspect the tanks without demobilization from the tank site. LiquiVision diving inspection operations will be completed in accordance with the current federal and state OSHA, and ADCI requirements.

Task 2.5 – Inspection/Recommendations Report

NV5 will prepare an inspection/recommendations report for all three tanks and submit to the City. The content and presentation format for inspection/recommendations report will be coordinated with City staff at kickoff meeting. The report will include:

- 1) Detailed assessment of the condition of each tank.
- 2) Photos of any deficiencies
- 3) Piping and valving evaluation with recommendations
- 4) Results of the seismic analysis
- 5) Freeboard discussion and recommendations
- 6) Tank interior roof member inspection reports
- 7) Diving inspection reports (if necessary)
- 8) Rehabilitation recommendations to meet current regulation and OSHA code requirements
- 9) Conceptual drawings of recommended rehabilitation measures
- 10) Budgetary cost estimates for recommended rehabilitation measures for each tank
- 11) Tank assessment checklists
- 12) Seismic analysis calculations

The report will also prioritize the tank rehabilitation recommendations based on severity of deficiencies and probability of component failure. NV5 will submit a Draft Inspection/Recommendations Report to the City for review and comment. Upon receipt of comments from the City, NV5 will incorporate comments into the final report to be used in the preparation of the bid documents.

Task 2.6 – Utility “A” Letters

Available background information provided by the City will be reviewed including: utility maps of existing potable water, sanitary sewer, recycled water, and storm drain. We will contact local utility companies using the Utility Letter ‘A’ process to obtain information concerning existing underground and overhead utilities in the vicinity of the tank site, including power, gas, telephone, internet, and cable TV. This information will be used to map the utilities on the overall basemap mapping document provided by O’Dell Engineering. as part of Task 2.3. The information collected from the Utility “A” Letters and the tank inspection report will serve as the basis to develop the bid documents. If record drawing information is conflicting or not available, we will identify and request City staff to assist in making proper assumptions.

Utility “B” and “C” packages will subsequently be prepared during the preparation of the bid documents. The “B” letter package documenting utility locations will be submitted to the utility providers to verify correctness of plans at the 60% Design level (see Task 3.4). The “C” letter packages represent the final construction documents including any proposed utility relocations and submitted at the 100% bid phase level (see Task 6.4).

Task 3 – Preliminary Design – 60%

The Inspection/Recommendations Report from Task 2.5 along with the Utility “A” Letters completes Phase 1 of the project and is used as a basis to develop the bid documents (plans, specifications, and engineering estimates) for the Serra Tanks Rehabilitation Project in Phase 2. Task 3 includes the preparation of the 60% Design Documents (plans, specifications, and estimate) for the implementation of the proposed Rehabilitation Project.

Task 3 Deliverables:

1. 60% Design Plans –PDF
2. 60% Design Plan – 6 half size Sets
3. List of Technical Specifications
4. Schedule Update
5. 60% Design Estimate

The following tasks assume a single set of construction documents will be prepared to rehabilitate all three of the Serra Tanks as a single rehabilitation project. In addition, the tasks assume all of the improvements outlined in the Project Understanding are included in the design. However, some of these improvements may not be required after the assessment is complete.

Task 3.1 - Plans

The 60% design bid plans will be prepared in conformance with City standards. The City will provide a copy of the City's standard title block and CAD standards to follow on this Project. All plans will be prepared in a format compatible with AutoCAD Civil 3D 2016. The following is a preliminary list of drawings anticipated for this Project (not all will be delivered at the 60% Design Submittal):

G1.0 Title Sheet And Sheet Index

G1.1 Abbreviations, Symbols And Legends

C1.0 Existing Tanks Site Plan

C2.0 Tank #1 Site Plan And Tank Elevation

C3.0 Tank #2 Site Plan And Tank Elevation

C4.0 Tank #3 Site Plan And Tank Elevation

C5.0 Standard Civil Details

S1.0 Standard Structural Notes

S2.0 Tank #1 Shell And Other Improvements

S2.1 Tank #1 Structural Details

S3.0 Tank #2 Shell And Other Improvements

S3.1 Tank #2 Structural Details

S4.0 Tank #3 Shell And Other Improvements

S4.1 Tank #3 Structural Details

M1.0 Mechanical General Notes

M2.0 Tank #1 Mechanical Improvements And Details

M3.0 Tank #2 Mechanical Improvements And Details

M4.0 Tank #3 Mechanical Improvements And Details

CP1.0 Cathodic Protection System Notes

CP2.0 Tank #1 Cathodic Protection Improvements And Details

CP3.0 Tank #2 Cathodic Protection Improvements And Details

CP4.0 Tank #3 Cathodic Protection Improvements And Details

E1.0 Electrical General Notes

E2.0 Tank #1 Electrical Improvements And Details

E3.0 Tank #2 Electrical Improvements And Details

E4.0 Tank #3 Electrical Improvements And Details

Task 3.2 - Specifications

The design specifications will be created using the City's front end sections including the General Conditions and Specifications. For the 60% design submittal, we will develop and submit to the City a list of the technical specifications required for this Project for review and approval.

Task 3.3 - Estimate

We will develop the 60% engineer's opinion of probable construction cost estimate with specific detail and coordinated with City staff to identify the appropriate bid items. The quantities and descriptions for the engineer's estimate will coincide with the bid items used in the project bid form.

Task 3.4 - Utility "B" Letters

Utility "B" letters will be sent to the applicable utilities for comment and review. The deliverable will include a request for confirmation of existing utilities as depicted to ensure the project identifies the potential utility conflicts and mitigations.

Task 3.5 - Permitting

NV5 will consult with the Department of Water Resources Division of Drinking Water (DDW) Santa Clara District office to coordinate the documents required to update the City's water permit. We have coordinated with Eric Lacy at the Santa Clara DDW Office on similar permit updates. The permit update package will likely be a copy of the 60% design submittal along with the corresponding application form depicting the changes to the potable water storage tanks. Our services will ensure the DDW has the information necessary to approve the recommended improvements.

Task 4 – Preliminary Design – 90%

We will compile comments from City staff during the 60% Design Review Comments Meeting. All City comments will get incorporated into a standard comment/response Decision Log. This log will be submitted to the City with the 90% Design Submittal.

Task 4 Deliverables:

1. 90% Design Plans –PDF
2. 90% Design Plans –1 full size set
3. 90% Design Plans – 6 half size sets
4. 90% Design Project Manual –6 Sets
5. 90% Technical Specifications – 6 Sets
6. 90% Design Schedule Update
7. 90% Design Estimate
8. Redline City Markups of 60% Design
9. Standard Comment/Response.

Task 4.1 - Plans

The 60% design bid plans will be revised to incorporate all the comments received from the City at the 60% design review comments meeting.

Task 4.2 - Specifications

The complete technical specifications will be adhered to the City's front end sections and prepare the Project Manual. The specifications will be completed using the 2012 Construction Specifications Institute (CSI) format and ready to be incorporated into a standard City Bid Package.

Task 4.3 - Estimate

We will develop the 90% engineer's opinion of probable construction cost estimate with specific detail and coordinated with City staff to identify the appropriate bid items. The quantities and descriptions for the engineer's estimate will coincide with the bid items used in the project bid form.

Task 5 – Detailed Design – 99%

We will compile comments from City staff during the 90% Design Review Comments Meeting. All City comments will get incorporated into a standard comment/response Decision Log. This log will be submitted to the City with the 99% Design Submittal.

Task 5 Deliverables:

1. 99% Design Plans – PDF
2. 99% Design Plans –1 full size set
3. 99% Design Plans – 6 half size sets
4. 99% Design Project Manual – 6 sets
5. 99% Technical Specifications – 6 sets
6. 99% Design Schedule Update
7. 99% Design Estimate
8. Redline City Markups of 90%Design
9. Standard Comment/Response Decision Log

Task 5.1 - Plans

The 90% bid plans will be revised to incorporate all the comments received from the City at the 90% design review comments meeting including detailed plans as well as full details and improvements.

Task 5.2 - Specifications

The technical specifications will be revised based on comments from City and submitted with the Project Manual. Front end sections will be prepared by the City and shall include specific information regarding bid date and bid proposal forms.

Task 5.3 - Estimate

We will develop the 99% engineer's opinion of probable construction cost estimate with specific detail and coordinated with City staff to identify the appropriate bid items. The quantities and descriptions for the engineer's estimate will coincide with the bid items used in the project bid form.

Task 6 – Final Design – 100%

We will compile comments from City staff during the 99% Design Review Comments Meeting. All City comments will get incorporated into a standard comment/response Decision Log. This log will be submitted to the City with the 100% Final Submittal.

Task 6 Deliverables:

1. 100% Final Design Plans – PDF
2. 100% Final Design Plans –1 full size set
3. 100% Final Design Project Manual –1 set
4. 100% Final Design Estimate
5. Redline City Markups of 99% Design
6. Standard Comment/Response Decision Log
7. All digital files (AutoCad, MSWord, MS Excel).

Task 6.1 - Plans

The 99% bid plans will be revised to incorporate all the comments received from the City at the 99% design review comments meeting including detailed plans as well as full details and improvements. The final plans will be stamped and signed ready for bid process. All drawings (plans) will be provided to the City in AutoCAD Civil3D 2016 format.

Task 6.2 - Specifications

The technical specifications will be revised based on comments from City and submitted with the Project Manual. Front end sections will be prepared by the City and shall include specific information regarding bid date and bid proposal forms. The Project Manual will be provided to the City in the format of MS Word.

Task 6.3 - Estimate

We will develop the 100% engineer's opinion of probable construction cost estimate with specific detail and coordinated with City staff to identify the appropriate bid items. The quantities and descriptions for the engineer's estimate will coincide with the bid items used in the project bid form. The 100% Design Engineer's Estimate will be provided to the City in the format of MS Excel.

Task 6.4 - Utility "C" Letters

Utility "C" letters will be sent to the applicable utilities to notify them of the final design and the deliverable will include confirmation of existing utilities and any potential utility relocations required as a part of this Project.

Task 7 – Bid, Construction Support and As-Builts

NV5 will assist the City during the bidding period, construction support, and as-builts by providing the following assistance:

Task 7 Deliverables:

1. Bid Addenda Documentation
2. Submittal Review Comments
3. Response to Contractor Generated Requests for Information
4. Construction Change Order Documentation
5. Site Visit Meeting Minutes
6. Record Drawings – PDF and CAD files
7. Record Drawings –Full size set
8. Digital files.

Task 7.1 - Attend Pre-Bid Meeting

The City will coordinate and conduct a pre-bid meeting. NV5 will attend the meeting to identify bidder questions needing response, discuss any general questions regarding the project documents, and assist the City with information as may be requested during the session.

Task 7.2 - Assistance with Addenda

During the bidding process, clarification or modifications of the design intent may be needed. NV5 will assist in the preparation of two (2) contract addenda. The addenda will be submitted to the City for distribution to plan holders. The City may receive questions/RFIs during the bidding period that require a technical response. Questions provided to the NV5 will be evaluated and responses submitted to the City for review and subsequent distribution to bidders.

We have budgeted a total of 36 professional labor hours (12 for the project manager and 24 for the design team lead) to assist the City in the preparation of two (2) addenda. We also have included in our labor estimate a total of 32 hours by our project engineer for drafting revisions to plans or preparing additional details.

Task 7.3 - Attend Pre-Construction Meeting

The City will organize and coordinate the mandatory pre-construction meeting date and time with the selected Contractor. Our Project Manager and Project Engineer will attend the mandatory pre-construction meeting to outline protocols that will ensure the project is completed according to the Bid Documents.

Task 7.4 - Review Contractor Submittals

We anticipate the City will receive all the submittals directly from the Contractor and will submit to NV5 only 20 submittals for review and comment. The list of submittals anticipated will be provided to the City generated directly from the technical specifications in the Project Manual.

For this task, we are anticipating the Contractor will submit one submittal for each specification section and not submittals for each individual product item listed in the specification section. We will review one original submittal and one resubmittal for each section. A third resubmittal will be considered out of scope and considered additional compensation. BACC will provide review of the coating system submittals. V&A will provide review of the cathodic protection system submittals, and Miller-Pezzoni will provide review of the electrical submittals.

We will provide our review comments on each submittal within 5 working days from the date received.

Task 7.5 - Responses to Contractor Generated RFIs

The Contractor generated RFIs on this project will be received by NV5 for immediate response. We anticipate responding to a maximum of fifteen (15) RFIs regarding the site, civil, structural, and mechanical disciplines and a maximum of three (3) RFIs regarding the electrical discipline.

We will provide our response to each RFI within 5 working days from the date received.

Task 7.6 - Assistance with Change Orders

If unanticipated conditions are encountered in the field requiring revisions to the design or other revisions to the plans are necessary, a Construction Change Order may be required. We will assist the City in preparing three (3) construction change orders for this project. We have budgeted 40 professional labor hours (Project Manager - 10 and Project Engineer - 30) to prepare the construction change order. We also have included in our labor estimate a total of 24 hours for drafting revisions to plans and/or additional details.

We will provide our documents for the construction change order within 10 working days from the date received.

Task 7.7 - Site Visits and Special Inspections

In the event our presence is required at the construction site, we have budgeted labor hours to attend three site visits by our Project Manager, Project Engineer, and/or Structures Engineer at the request of the City's construction inspector. One additional site visit will occur during the final inspection and punch list walk. We will coordinate all the site visits with the City and Contractor and provide written summary of our site visits for use by the City.

Ed Darrimon, with BACC will provide construction inspection during the coating installations (interior/exterior) for all three Serra Tanks. His scope for these services assumes a total of 15 construction days requiring coating installation inspection services.

V&A Consulting Engineers will verify the proper operation of the cathodic protection system energized by the Contractor and submit a letter report summarizing the tank-to-water potentials and the final output of the anodes.

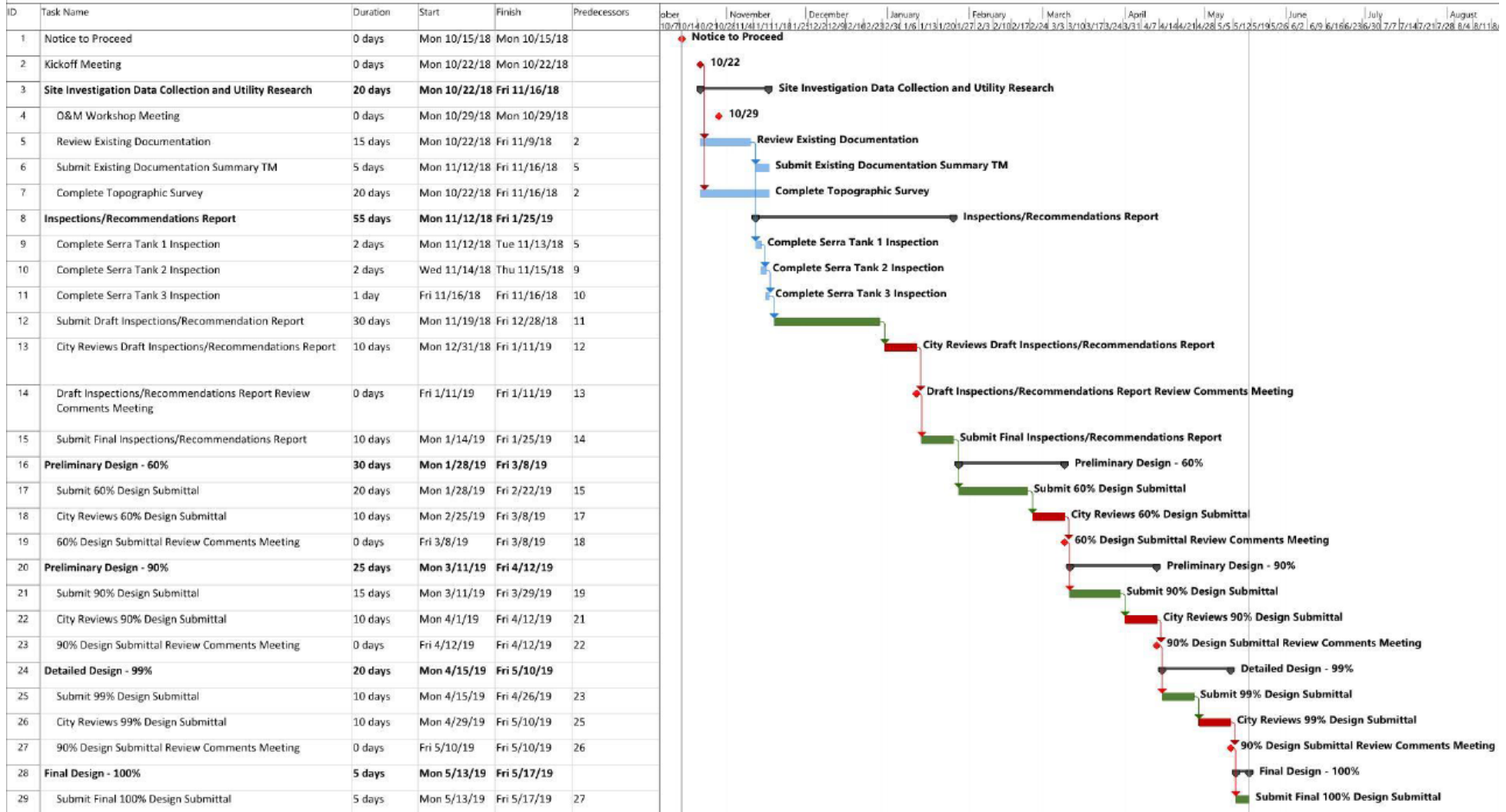
Miller-Pezzoni will visit the construction site once to inspect the electrical connections and ensure the improvements were constructed as designed.

Task 7.8 - Record Drawings

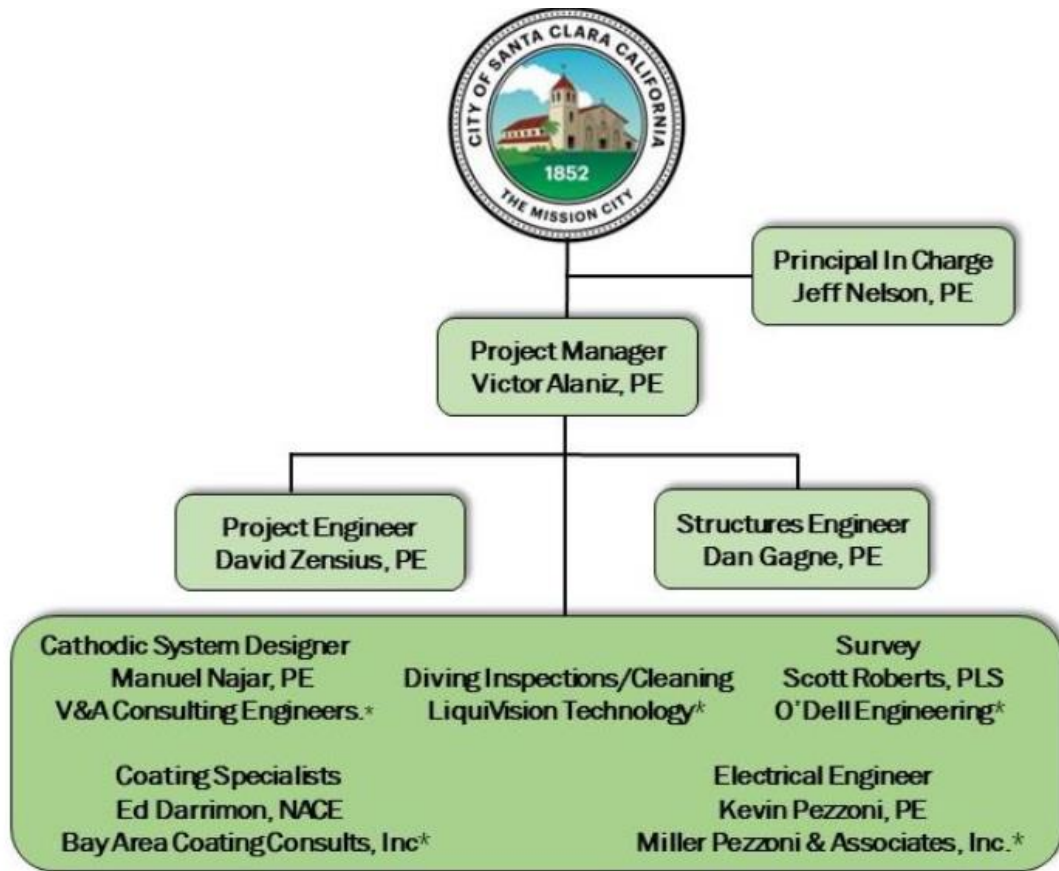
The Contractor is responsible for maintaining an updated set of redlined construction drawings depicting actual "as-constructed" conditions. NV5 is not responsible for observing and documenting all changes in construction. Inaccuracies, errors, omissions, ambiguities, or conflicts in the redline construction drawings are the responsibility of the Contractor. Following completion of construction, the Contractor's set of redlined construction drawings will be submitted to NV5. Based upon NV5's review of the Contractor's redlined construction drawings, NV5 will prepare "Record Drawings." NV5's deliverable under this task will be one set of reproducible Record Drawings in bond (half size) and an electronic version of the annotated design drawings. This task does not include verification of "as-constructed" conditions.

OPTIONAL TASKS: If the initial assessment confirms additional interior inspection is warranted to confirm the structural condition, we propose to conduct a video inspection of the interior of the tank(s). The video inspection will be provided by LiquiVision Technology. We anticipate the diving inspection for all three tanks can be completed within 5 working days assuming the City allows us and LiquiVision to inspect the tanks without demobilization from the tank site. LiquiVision diving inspection operations will be completed in accordance with the current federal and state OSHA, and ADCI requirements.

**CITY OF SANTA CLARA
WATER AND SEWER UTILITIES
SERRA TANKS REHABILITATION PROJECT
PRELIMINARY SCHEDULE
JULY 31, 2018**



Note that this is a tentative schedule and subject to change due to the City's needs.



As a part of our team, we have included four specialties subconsultants.* These firms and their office location, are as follows:

Firm/Role	Address
V&A Consulting Engineers Cathodic Protection System Design	1000 Broadway, Suite 320 Oakland, CA, 94607
Bay Area Coating Consultants, Inc. On-site Tank Coating Inspection	P.O. Box 867 Denair, CA. 95316
Miller Pezzoni & Associates, Inc. On-site Tank Electrical Inspection	909 15 th Street, Suite 7 Modesto, CA 95354
O'Dell Engineering Topographic Surveying	1165 Scenic Drive, Suite A, Modesto, CA 95350
LiquiVision Technoogy, Inc. Diving Inspection Services	711 Market Street Klamath Falls, OR 97601

EXHIBIT B
SCHEDULE OF FEES

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.

The total payment to NV5, Inc. for basic services, as stated in Exhibit A, shall not exceed three hundred and sixty eight thousand eight hundred and fifty two dollars (\$368,852). Payment to NV5, Inc. for optional tasks, as stated in Exhibit A, shall not exceed twenty-one thousand, four hundred ten dollars (\$21,410).

The amount billed to City for pre-approved additional services shall not exceed the sum of fifty eight thousand two hundred and ninety five dollars (\$58,295) and shall be billed at the following hourly rates.

Principal in Charge	\$210.00
Project Manager	\$190.00
Project Engineer	\$170.00
Structures Engineer	\$170.00
Assistant Engineer/Drafter	\$110.00
Project Assistant	\$100.00

In no event shall the amount billed to City by NV5, Inc. for services under this agreement exceed four hundred and twenty seven thousand one hundred and forty seven dollars (\$427,147), subject to budget appropriations.



CITY OF SANTA CLARA
 WATER AND SEWER UTILITIES
 SERRA TANKS REHABILITATION PROJECT

Task	Rate:						Total NV5 Labor Hours	Total NV5 Labor Cost	SUBCONSULTANTS						Subconsultant Markup (10%)	Total
	\$210.00	\$190.00	\$170.00	\$170.00	\$110.00	\$100.00			Scott Roberts	LiquiVision	Ed Darrimon	Manual Najjar	Kevin Pezzoni			
	Jeff Nelson Principal In Charge	Victor Alaniz Project Manager	David Zensius Project Engineer	Dan Gagne Structures Engineer	Supporting Staff Assistant Engineer/Drafter Project Assistant				O'Dell Engineering	Technology	BACC	V&A Consulting Engineers	Miller-Pezoni			
Task 1 – Project Administration and Coordination																
1.1 Project Administration																
A. Project Management	8	40					48	\$9,280							\$0	\$9,280
B. Peer Review (QA/QC)	12	30					42	\$8,220							\$0	\$8,220
1.2 Project Reporting/Schedule Updates		24					24	\$4,560							\$0	\$4,560
1.3 Project Meetings																
A. Kickoff Meeting		2	2				4	\$720							\$0	\$720
B. Draft Inspection/Recommendations Report Meeting		2	2				4	\$720							\$0	\$720
C. 60% Design Review Meeting		2	2				4	\$720							\$0	\$720
D. 90% Design Review Meeting		2	2				4	\$720							\$0	\$720
E. 99% Design Review Meeting		2	2				4	\$720							\$0	\$720
Subtotal Task 1	20	104	10	0	0	0	134	\$25,660	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$25,660
Task 2 – Site Investigation, Data Collection and Utility Research																
2.1 Outreach To Operations																
A. Meeting with O/M Staff		4	4				8	\$1,440							\$0	\$1,440
2.2 Review Existing Documentation																
A. Collect/Review Background Information			4	4	8		16	\$2,240							\$0	\$2,240
B. Prepare/Submit Background Data Summary TM			8	4	12	2	26	\$3,560							\$0	\$3,560
2.3 Topographic Survey																
A. Control and Survey			2				2	\$340	\$11,880						\$1,188	\$13,408
B. Site Plan			4		4		8	\$1,120							\$0	\$1,120
2.4 On-Site Tank Assessments																
A. Tank Inspections/Reports		24	24	32	8		88	\$14,960			\$6,000	\$2,780	\$1,500	\$1,028	\$26,268	
2.5 Inspection/ Recommendations Report																
A. Seismic Analysis				40	8	2	50	\$7,880							\$0	\$7,880
B. Draft Report		8	24	24	36	2	94	\$13,840			\$3,000			\$300	\$17,140	
C. Final Report		4	10	8	24	2	48	\$6,660			\$3,000	\$2,400	\$1,060	\$646	\$13,766	
2.6 Utility "A" Letters			2		8		10	\$1,220							\$0	\$1,220
2.7 Permitting			12		8		20	\$2,920							\$0	\$2,920
Subtotal Task 2	0	40	94	112	116	8	370	\$56,180	\$11,880	\$0	\$12,000	\$5,180	\$2,560	\$3,162	\$90,962	
Task 3 – Preliminary Design - 60%																
3.1 Plans		8	32	16	115		171	\$22,330				\$3,000	\$2,000	\$500	\$27,830	
3.2 Specifications		4	12	4		2	22	\$3,680				\$2,000	\$1,000	\$300	\$6,980	
3.3 Estimate		2	8	8	16		34	\$4,860				\$1,500	\$150	\$165	\$6,675	
3.4 Utility "B" Letters			2		4		6	\$780							\$0	\$780
Subtotal Task 3	0	14	54	28	135	2	233	\$31,650	\$0	\$0	\$0	\$6,500	\$3,150	\$965	\$42,265	
Task 4 – Preliminary Design - 90%																
4.1 Plans		8	24	12	100		144	\$18,640				\$2,500	\$3,000	\$550	\$24,690	
4.2 Specifications		12	40	16		8	76	\$12,600			\$1,000	\$1,750	\$1,500	\$425	\$17,275	
4.3 Estimate		2	6	4	8		20	\$2,960				\$1,200	\$180	\$138	\$4,478	
Subtotal Task 4	0	22	70	32	108	8	240	\$34,200	\$0	\$0	\$1,000	\$5,450	\$4,680	\$1,113	\$46,443	
Task 5 – Detailed Design - 99%																
5.1 Plans		6	12	6	80		104	\$13,000				\$3,200	\$1,500	\$470	\$18,170	
5.2 Specifications		8	24	10		4	46	\$7,700			\$1,500	\$1,500	\$1,040	\$404	\$12,144	
5.3 Estimate		1	4	4	4		13	\$1,990				\$1,000	\$180	\$118	\$3,288	



CITY OF SANTA CLARA
WATER AND SEWER UTILITIES
SERRA TANKS REHABILITATION PROJECT

Task	Rate:						Total NV5 Labor Hours	Total NV5 Labor Cost	SUBCONSULTANTS						Subconsultant Markup (10%)	Total
	\$210.00	\$190.00	\$170.00	\$170.00	\$110.00	\$100.00			Scott Roberts	LiquiVision	Ed Darrimon	Manual Najjar	Kevin Pezzoni			
	Jeff Nelson Principal In Charge	Victor Alaniz Project Manager	David Zensius Project Engineer	Dan Gagne Structures Engineer	Supporting Staff Assistant Engineer/Drafter	Project Assistant			O'Dell Engineering	Technology	BACC	V&A Consulting Engineers	Miller-Pezzoni			
Subtotal Task 5	0	15	40	20	84	4	163	\$22,690	\$0	\$0	\$1,500	\$5,700	\$2,720	\$992	\$33,602	
Task 6 – Final Design - 100%																
6.1 Plans		4	10	6	80		100	\$12,280				\$2,500	\$300	\$280	\$15,360	
6.2 Specifications		6	18	8		4	36	\$5,960			\$1,000	\$1,250	\$200	\$245	\$8,655	
6.3 Estimate		1	2	2	2		7	\$1,090				\$500	\$110	\$61	\$1,761	
6.4 Utility "C" Letters			2		4		6	\$780						\$0	\$780	
Subtotal Task 6	0	11	32	16	86	4	149	\$20,110	\$0	\$0	\$1,000	\$4,250	\$610	\$586	\$26,556	
Task 7 – Bid, Construction Support and As-Builts																
7.1 Attend Pre-bid Meeting		2	2				4	\$720						\$0	\$720	
7.2 Assistance with Addenda		12	24		32		68	\$9,880						\$0	\$9,880	
7.3 Attend Pre-Construction Meeting		2	2				4	\$720						\$0	\$720	
7.4 Review Contractor Submittals		8	40	24	36	8	116	\$17,160				\$3,500	\$700	\$420	\$21,780	
7.5 Responses to Contractor Generated RFIs		10	30	16	24		80	\$12,360				\$2,500	\$300	\$280	\$15,440	
7.6 Assistance with Change Orders		10	30		24		64	\$9,640				\$1,500	\$500	\$200	\$11,840	
7.7 Site Visits/Construction Inspections																
A. Civil/Structures/Mechanical		24	24				48	\$8,640						\$0	\$8,640	
B. Coating Inspections							0	\$0			\$13,440			\$1,344	\$14,784	
C. Cathodic Protection System							0	\$0				\$9,250		\$925	\$10,175	
D. Electrical System							0	\$0					\$500	\$50	\$550	
7.8 Record Drawings		2	8		24		34	\$4,380				\$3,250	\$800	\$405	\$8,835	
Subtotal Task 7	0	70	160	40	140	8	418	\$63,500	\$0	\$0	\$13,440	\$20,000	\$2,800	\$3,624	\$103,364	
Total Tasks 1-7	20	276	460	248	669	34	1707	\$253,990	\$11,880	\$0	\$28,940	\$47,080	\$16,520	\$10,442	\$368,852	
OPTIONAL TASKS																
A. Diving Inspection/Report and Cleaning - Serra Tank 1		1	2	2		1	6	\$970		\$6,020				\$602	\$7,592	
B. Diving Inspection/Report and Cleaning - Serra Tank 2		1	1	1			3	\$530		\$5,840				\$584	\$6,954	
C. Diving Inspection/Report and Cleaning - Serra Tank 3		1	1	1		1	3	\$440		\$5,840				\$584	\$6,864	
Subtotal OPTIONAL TASKS	0	2	4	4	0	2	12	\$1,940	\$0	\$17,700	\$0	\$0	\$0	\$1,770	\$21,410	

EXHIBIT C
INSURANCE REQUIREMENTS

Without limiting the Consultant's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Consultant 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 Consultant'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 Consultant; 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 Consultant 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.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Consultant and/or its subcontractors involved in such activities shall provide coverage with a limit of one million dollars (\$1,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

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 Consultant 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 Consultant. 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 Consultant'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 Consultant 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 indemnitaries may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnitaries may possess shall be considered excess insurance only and shall not be called upon to contribute with Consultant'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

Consultant and City agree as follows:

1. Consultant 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 Consultant, provide the same minimum

insurance coverage required of Consultant, except as with respect to limits. Consultant 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. Consultant 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. Consultant 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 Consultant 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 Consultant 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, Consultant, 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. Consultant 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

Consultant 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, Consultant 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 mailed to:

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 you 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.