

**AGREEMENT FOR DESIGN PROFESSIONAL SERVICES  
BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
WOODARD AND CURRAN  
FOR  
SANITARY SEWER MASTER PLAN UPDATE**

**PREAMBLE**

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and **WOODARD AND CURRAN**, a Maine 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 the date of execution of the Agreement by the City and terminate on June 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.

- 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 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 nine hundred eighty thousand thirty-eight dollars (\$980,038), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.

## **7. TERMINATION**

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

## **8. ASSIGNMENT AND SUBCONTRACTING**

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

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

**9. NO THIRD PARTY BENEFICIARY**

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

**10. INDEPENDENT CONTRACTOR**

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

**11. CONFIDENTIALITY OF MATERIAL**

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

**12. OWNERSHIP OF MATERIAL**

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

**13. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR**

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

cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

**14. HOLD HARMLESS/INDEMNIFICATION**

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.

**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: Public Works Department—Engineering / Design Division  
1500 Warburton Avenue  
Santa Clara, CA 95050  
or by facsimile at (408) 985-7936

And to Contractor addressed as follows:

Gisa Ju, Principal-in-Charge, Vice President  
Woodard & Curran  
51 E. Campbell Avenue, Suite 128  
Campbell, CA 95008  
and by e-mail at [gju@woodardcurran.com](mailto:gju@woodardcurran.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.

**CONTINUED ON PAGE 8**

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: \_\_\_\_\_

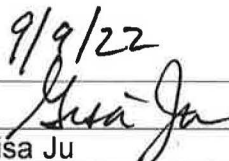
Dated: \_\_\_\_\_

Office of the City Attorney  
City of Santa Clara

Rajeev Batra  
City Manager  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax: (408) 241-6771

"CITY"

**WOODARD AND CURRAN**  
a Maine corporation

Dated: 9/9/22  
By (Signature):   
Name: Gisa Ju  
Title: Principal-in-Charge, Vice President  
Principal Place of Business Address: 51 E. Campbell Avenue, Suite 128, Campbell, CA 95008  
Email Address: gju@woodardcurran.com  
Telephone: (408) 831-4800  
Fax: N/A  
"CONTRACTOR"



## **EXHIBIT A SCOPE OF SERVICES**

The Services to be performed for the City by the Contractor under this Agreement are set forth below. Consultant and Contractor are used interchangeably in this Exhibit A.

### **I. OBJECTIVE**

The City of Santa Clara (City) desires to engage a qualified firm (Consultant) to perform professional services to update the City's Sanitary Sewer Master Plan based on the latest available information.

### **II. BACKGROUND**

City has a population of approximately 130,000 and is served by a wastewater collection system consisting of approximately 288 miles of sewer pipelines and seven sewage pump/lift stations. The collection system conveys wastewater flows to the San José-Santa Clara Regional Wastewater Facility (RWF), located north of Highway 237 in San Jose. The City also receives flow from the Cupertino Sanitation District (CuSD) at Homestead Road under an agreement with the City. The wastewater is conveyed from the City to the RWF at two locations: at the northeast corner of the City just east of Lafayette Street, where flow is pumped via the Northside and Rabello pump stations in force mains to the RWF; and on the eastern side of the City east of De La Cruz Boulevard and Highway 101, where flow discharges by gravity into a 48-inch sewer in Trimble Road that conveys the flow to the City of San Jose's interceptor in Zanker Road.

The City's sanitary sewer hydraulic model, using InfoWorks ICM, represents a network of larger diameter pipes that comprises the "backbone" of the system. Approximately 92 miles of sewer pipelines and all seven wastewater pump stations are included in the modeled system. The original model was developed in 2007 and has been updated several times. In 2009, an update was completed to include land uses consistent with the City's General Plan update which includes future land uses based on the 2035 planning horizon. The model has also been continuously updated to reflect developments with intensified land uses and to incorporate sanitary sewer projects impacting the model pipe network.

### **III. BASIC SERVICES—GENERAL**

The selected Consultant shall update the City's existing sanitary sewer hydraulic model to reflect current water use data, up-to-date land use planning information, sewer flow monitoring and rainfall data, and sanitary sewer network pipe attributes (all-pipes model) and conditions. Consultant shall recalibrate the model and use the model to perform a capacity analysis of the sanitary sewer system and update the model with sewer improvement projects to address identified deficiencies.

The services performed, and the reports generated, shall comply with the applicable requirements under the Statewide General Waste Discharge Requirements for Sanitary Sewer Systems, Element 8, System Evaluation and Capacity Assurance Plan.

The detailed Basic Services are anticipated as necessary to meet CITY's objective to update the master plan with the latest available information.

#### **IV. BASIC SERVICES**

The selected Consultant shall perform the professional services required to achieve the project objective(s). Tasks are anticipated to include, but are not necessarily be limited to, those listed below.

##### **Project Management and Coordination**

- a. Project Administration—A Project Manager shall direct, coordinate and monitor the activities of the work with respect to budget, schedule, and contractual obligations. The Project Manager shall work closely with the City staff, other agencies as deemed appropriate, and other stakeholders as required for completion of the work.
  - i. Update the project schedule monthly and identify any schedule impacts. Develop mitigation schedules to recover delays. Schedule extensions will be subject to review and approval by the City.
  - ii. Manage consultant staff and resources consistent with the work plan and direction from the City.
  - iii. Develop and submit monthly progress reports to include: status of work completed to date; work anticipated to be completed in the next reporting period; schedule update; problems/issues identified during the reporting period; and outstanding issues (to remain on the list until resolved).
- b. Coordination Meetings—Consultant shall establish a schedule for meetings between the Consultant and City staff, as needed, to review project progress, discuss project challenges and findings, review work results, and identify required decisions by the City. Consultant shall ensure that City staff and Consultant team members maintain a shared understanding of work direction, objectives, and deliverables. The City anticipates a minimum of one meeting per month. When the work requires more frequent meetings, more than one meeting per month shall be anticipated. Consultant shall prepare meeting minutes.
- c. Quality Control and Quality Assurance—Consultant shall conduct internal quality control and quality assurance activities and meetings to ensure quality of services and work products. Provide City with a copy of the Consultant's Quality Program (refer to Subtask 1.1). Provide a Quality Control / Quality Assurance report at the completion of each major work activity/task.
- d. Consultant shall utilize eBuilder Project Management for all related project management tasks.

- e. Deliverables
  - i. Monthly Progress Reports including schedule updates
  - ii. Quality Control / Quality Assurance reports
  - iii. Coordination Meeting Minutes
  - iv. Monthly invoices

## **Task 1—Data Collection, Review and Evaluation**

### **Subtask 1.1 – Develop Project Work Plan, Schedule, and QA/QC Plan**

- a. Develop a work plan to ensure the work is completed according to schedule. Submit a schedule to the City to include significant activities and milestones. Schedule format shall be MS Project (preferred).
- b. Provide City with a copy of the Consultant's Quality Program
- c. Deliverables
  - i. Initial Work Plan and Schedule
  - ii. Consultant's Quality Program

### **Subtask 1.2 – Kickoff Meeting and Data Request**

- a. Kick-Off Meeting—Consultant shall initiate a project kick-off meeting, develop the agenda, invite necessary attendees, collect data, and discuss the schedule for the work. A major goal of the meeting will be to develop goals, objectives and criteria for the work.
- b. Prepare data request list.

### **Subtask 1.3 – Review and Evaluate Data and Information**

- a. Other than information already in Consultant's possession, City will provide and Consultant shall organize, summarize, review, evaluate and incorporate information from the latest various sources, documents, and data required to perform the work
- b. The sources include, but are not necessarily limited to, the following:
  - i. 2016 Sanitary Sewer Master Plan Update hydraulic model (Note that the 2016 model has been continuously updated from 2016 to the present)
  - ii. Sanitary sewer database from the 2016 Sanitary Sewer Master Plan Update and inventory data (manhole ID numbers and rim elevations, pipe upstream and downstream manhole ID numbers, pipe diameters, lengths, and invert elevations, pipe capacities.
  - iii. Sanitary sewer block book
  - iv. Flow data from system pump stations and lift stations
  - v. Flow monitoring data
  - vi. GIS files of up-to-date parcel and street base mapping and associated parcel data
  - vii. GIS files of up-to-date land use mapping

- viii. Known proposed development plans under discussion
- ix. Available current sewer and/or water billing data to update the parcel loads for the hydraulic model
- x. Available current water use records to update the model loads and unit flow criteria
- xi. Available pertinent flow data as applicable for any City-maintained meter site, pump stations, etc. and data from tributary agencies (e.g. Cupertino Sanitary District)
- xii. Note items ii through xi above are updates to existing model data
- xiii. Available computerized maintenance management system (Lucity) data including pipe materials, date of construction (age), condition, and maintenance schedule and history
- xiv. Available sewer inspection records
- xv. Available condition assessment data and reports
- xvi. Known problem areas
- xvii. Sewer financial data including sewer rates and fees, expenditures, etc.
- xviii. Prior modeling information
- xix. 2007 Sanitary Sewer Capacity Assessment Final Report
- xx. 2009 Sanitary Sewer Capacity Assessment Update
- xxi. 2016 Sanitary Sewer Master Plan Update Final Report (2016 SSMP Update)
- xxii. 2022 Addendum to the 2016 SSMP Update
- xxiii. 2022 Citywide Data Center Discharge Study
- xxiv. 2020 Sewer Flow Monitoring and Inflow/Infiltration Study
- xxv. Current Municipal Fee Schedule including sewer conveyance fee
- xxvi. Conveyance Fee fund balance information
- xxvii. Northside and Rabello Pump Station Firm Capacity Evaluation Memorandum/Report (2022)
  - c. Evaluate existing information and identify any missing data required to perform the work. Coordinate necessary activities to acquire the missing data.

**Subtask 1.4 – Prepare Summary of Existing Information**

- a. Deliverables
  - i. List and Summary of existing information

**Task 2—Flow Monitoring**

**Subtask 2.1 – Develop Flow Monitoring Plan**

- a. Develop Flow Monitoring Plan

- i. Review data from permanent flow meters and rain gauges including data from Cupertino Sanitary District's flow meter at Homestead Road.
  - ii. Recommend additional quantity and locations of flow meters and rain gauges needed to update and confirm calibration of the hydraulic model. Identify alternate sites in case the initial sites are found to not be suitable.
  - iii. Provide rationale for extent of flow and rain monitoring citing best practices and other agency experiences
  - iv. Provide a draft Flow Monitoring Plan that includes a listing and map of the proposed flow meters and rain gauge sites, and schedule for field work. Incorporate City comments into Flow Monitoring Plan and meet with City to review comments (if applicable).
- b. Flow Monitoring Plan Deliverables
    - i. Draft Flow Monitoring Plan

**Subtask 2.2 – Flow Monitoring Mobilization**

- a. Conduct site investigations
- b. Provide a Health and Safety Plan for the flow monitoring field work.
- c. Provide site Traffic Control Plans for City's review and approval
- d. If a proposed meter or gauge site is located within another agency's right-of-way or impacts a county expressway, obtain an encroachment permit from the agency. Encroachment permit fees will be paid by the City.
- e. Set up website for remote data download and data review
- f. Update Flow Monitoring Plan as needed based on the site investigations and permit requirements.
- g. Flow Monitoring Mobilization Phase Deliverables
  - i. Traffic Control Plans
  - ii. Health and Safety Plan
  - iii. Encroachment Permits
  - iv. Final Flow Monitoring Plan

**Subtask 2.3 – Conduct Flow Monitoring**

- a. Implement Flow Monitoring Plan
  - i. Provide all necessary equipment including, but not limited to, flow meters, rain gauges, materials, and experienced personnel to perform the work
  - ii. Start installation of flow meters and rain gauges at a date agreed to by City and Consultant, but no less than two weeks after City's approval of the final Flow Monitoring Plan and approval of encroachment permits by the City (or other agency, if needed).
  - iii. Conduct flow monitoring for a period of at least 60 days
  - iv. Field calibrate and verify accuracy and consistency of each flow meter in depth and velocity readings upon time of installation and at

each site visit. Site visits shall be conducted a minimum of four times during the 60-day flow monitoring period or more frequently if needed to address any issues identified through weekly data review.

- v. Flow monitors shall be depth-velocity type meters capable of recording measurements in at least 5-minute intervals and reporting data in 15-minute intervals
- vi. Rain gauges shall be tipping-bucket type. Precipitation data shall be recorded at a maximum of 15-minute intervals
- vii. Flow meters and rain gauges shall be checked and interrogated daily via remote access throughout the monitoring period
- viii. Review data within one week of each interrogation during the flow-monitoring period to identify the need for any additional calibration or other actions necessary to provide accurate data. Notify City within one day of any observed irregularities in data or problems or unusual conditions encountered in the field or during meter maintenance and calibration and identify the cause of the irregularities. If the conditions at the meter site change during the flow monitoring period such that the Consultant determines that the site is no longer suitable for flow monitoring, City may authorize Consultant to relocate the meter as an additional service.
- ix. Obtain independent measurements of flow depth and velocity for a full range of diurnal flow depths to verify or adjust meter calibration as necessary
- x. Remove the flow meters and rain gauges at the end of the flow monitoring period
- xi. If, in the judgment of Consultant and City, the rainfall during the flow monitoring period is considered to be insufficient for obtaining the flow data necessary for the work, the City may authorize extension of the flow monitoring on a weekly basis up to four (4) additional weeks.
- xii. Review flow data collected in the field throughout the monitoring period
- xiii. Evaluate data trends, consistency in daily flow patterns, and responses to storm events

#### **Subtask 2.4 – Prepare Flow Monitoring Report**

- a. Prepare a Flow Monitoring Report containing copies of each monitor site report including weekly plots of final flow and rainfall, and summary tables of average, minimum, and maximum daily flows for each meter. Provide files of 15-minute depth, velocity, and flow rate for each flow meter and rainfall for each rain gauge in MS Excel format.
- b. Anticipate Draft and Final Report submittals. Incorporate City comments into reports and meet with City to review comments (if applicable).
- c. Flow Monitoring Plan Implementation Deliverables

- i. Flow and Rainfall Data Plots (provide at progress meeting at the approximate mid-point of monitoring program)
- ii. Flow Monitoring Reports (Draft and Final)
- iii. Data for Flow Meter and Rain Gauges for entire monitoring period

### **Task 3—Hydraulic Model Update**

#### **Subtask 3.1 – Update Model Network**

- a. Use City's existing model in InfoWorks ICM as basis for modeling work
- b. Identify areas in the City's existing model where the model data (inverts and/or rim elevations) need to be confirmed with field measurements. These areas would be targeted to sewers previously identified as potential areas of concern or key flow split locations. A list of manholes to be field surveyed will be provided. City will provide field measurements and observations to validate and update (as needed) model data.
- c. Create all-pipe model network including all City-owned sewers in the system. City will provide GIS files with information on pipe diameter, lengths, rim and invert elevations, and material for use in developing the all-pipe network. Consultant will use model tools to validate the network to identify missing or suspect data. City will provide record drawings or field measurements to address any identified data issues.
- d. Update all-pipe model network with completed sewer projects that have not yet been incorporated into the City's GIS files. City will provide record drawings for these projects.

#### **Subtask 3.2 – Update Existing and Near-Term Loads**

- a. Update the existing model loads using recent water use data. Hold meeting with the City's billing and/or GIS department staff to review data request and format. Hold a follow up meeting (as needed) to discuss follow up questions regarding the data. The billing database will be used to create a table of large dischargers (defined as accounts with an average water use of over 50,000 gallons per day). City will provide operational information regarding their sewer discharge patterns. The information will be used to develop user specific diurnal curves.
- b. Update near-term model loads based on updated existing loads and development data. Meet with the City's planning department staff to obtain relevant planning documents on developments that have submitted planning review applications. The projected timing of developments will also be discussed to provide input for sewer improvement project phasing. City will provide development information in GIS format, as available.
- c. Review and update existing and near-term flows from the Cupertino Sanitary District (CuSD) in coordination with the City. Existing CuSD flows will be based on recent flow data recorded at the CuSD permanent meter (if it appears reliable based on review performed as part of Task 2 Subtask 2.1). Alternatively, existing CuSD flows will be based on data recorded at a temporary meter (to be proposed as part of Task 2). Near-

term flows from CuSD will be based on CuSD hydraulic model results for both near-term dry and wet weather flow conditions based on the “Existing plus Approved Projects” model scenario as described in the December 2019 Report (Cupertino Sanitary District Flow Modeling Analysis Homestead Flume Outfall to City of Santa Clara).

### **Subtask 3.3 – Update Future Model Loads**

- a. Estimate future model loads and timing based on information from the City’s Planning Division. Hold meeting with the City’s Planning Division staff to discuss any changes to the City’s General Plan 2035 including the basis for the land use projections. City will provide current General Plan 2035 data in a GIS format, as available. The data shall also identify parcels identified as underutilized and associated development capacity.
- b. Review and update future flows from the Cupertino Sanitary District in coordination with the City. Hold meeting with the City and CuSD to discuss estimated CuSD future flows (as described in CuSD’s December 2019 Report) in relation to their existing contractual limit of 13.8 million gallons per day (mgd). Following meeting, City will provide direction on modeling of CuSD’s future flows.

### **Subtask 3.4 – Review Flow Criteria**

- a. Review previous flow factors and refine as needed in conjunction with model calibration
- b. Include a discussion in the Calibration Methodology Technical Memorandum (refer to Subtask 3.5) regarding best practices for incorporation of flow monitoring and rainfall data, and information resulting from the analysis of this data, into the sanitary sewer hydraulic model and model calibration. The discussion shall also address drought conservation measures, the measures’ impact upon water use and sanitary sewer flow rates, and recommendation(s) for adjustments to flow rates to account for these conditions.

### **Subtask 3.5 – Develop Calibration Methodology and Prepare TM**

- a. Develop calibration methodology and present to City for review prior to calibrating model
- b. Develop Calibration Methodology Technical Memorandum. Incorporate City comments into memorandum and meet with City to review comments (if applicable).
- c. Deliverables
  - i. Calibration Methodology Technical Memorandum

### **Subtask 3.6 – Calibrate Model**

- a. Calibrate the model considering all gathered data. The model will be run under existing conditions to compare the computed dry weather and wet weather flow hydrographs to observed flow monitoring data collected under Task 2. Modeling parameters will be adjusted as needed to achieve a reasonable match for modeled to metered flows.



### **Subtask 3.7 – Prepare Model Update Deliverables**

- a. Develop Technical memorandum presenting summary information of existing model attributes including, but not necessarily limited to, the following: a) pump/lift station wet well elevations & dimensions, number of pumps, pump types, on/off levels & discharge curve; b) system network flow split locations, existence of weirs or other flow diversion devices, description of how flow is split with relationship to flow quantity/elevation, etc.; c) any other unique or notable system elements that significantly impact the network operation. The TM shall make any suggested recommendations for changes (if applicable). Incorporate City comments into memorandum and meet with City to review comments (if applicable).
- b. Deliverables
  - i. Technical Memorandum detailing changes made to the hydraulic model and summary information of existing model attributes
  - ii. Hydraulic model files (InfoWorks ICM transportable database and exported GIS (shape) files of model network (to be provided at conclusion of project)

## **Task 4—System Performance Evaluation and Required Improvements**

### **Subtask 4.1 – Review Hydraulic Deficiency & Design Criteria and Prepare TM**

- a. Review current hydraulic deficiency criteria, analyze possible changes to criteria (range of options), evaluate criteria from other agencies (up to five similarly sized systems), and make recommendations
- b. Analyze engineering design criteria, evaluate other agency criteria (up to five similarly sized systems) and best industry practices, recommend changes to criteria if appropriate
- c. Develop Technical Memorandum presenting analysis of hydraulic deficiency criteria and engineering design criteria and recommendation for changes. Incorporate City comments into memorandum and meet with City to review comments (if applicable).
- d. Deliverables
  - i. Technical memorandum presenting analysis of hydraulic deficiency criteria and engineering design criteria and recommendation for changes

### **Subtask 4.2 – Evaluate System Performance**

- a. Evaluate system performance to identify deficiencies and develop preliminary solutions (analysis shall include existing peak dry weather, existing peak wet weather, near-term peak dry weather, near-term peak wet weather, future peak dry weather, and future peak wet weather). Analysis shall compare predicted peak flows to capacity of pump/lift stations, gravity pipes, and force-mains and identify where additional capacity is required. For the Northside and Rabello pump stations, model predicted flows will be compared to the firm capacities identified in Schaaf & Wheeler’s evaluation (report dated July 2022).

### **Subtask 4.3 – Develop Preliminary Solutions**

- a. Evaluate and recommend overall strategy for balancing wastewater flow between the major trunk lines taking into consideration future land use build-out and changes
- b. Consider system element condition in evaluating solutions (supplement model data with pipe type, age and condition; incorporate condition assessment information developed by the City). System element condition information includes known problem areas, inspection records, and condition of manholes, junction structures, pump/lift stations, siphons, and specific operational problem areas. City will provide inspection and condition information in the form of summary reports from CCTV inspections or similar information. Consultant may request and review CCTV video of selected sewers if needed to further analyze and develop capacity improvement projects in Subtask 4.4.
- c. Develop capacity improvement solutions and list of capacity improvement projects to address sewer system deficiencies

### **Subtask 4.4 – Analyze Potential Solutions and Develop Projects**

- a. Incorporate the proposed improvement projects into the hydraulic model and run the model to confirm the proposed improvement projects. The modeling shall also confirm and refine the downstream flows in the system and identify any additional capacity issues that need to be addressed as the result of the proposed projects
- b. Evaluate up to 3 scenarios for each capacity deficiency (multiple solution options) based on range of possible solutions or City requests for alternatives (e.g. flow diversion option(s) to other lines in lieu of upsizing deficient segments)
- c. Expect to conduct some model analysis work in parallel with earlier tasks (e.g. data collection, flow monitoring, etc.) in order to advance projects from prior capacity improvement project list(s)

### **Subtask 4.5 – Prepare Report of Sewer Evaluation**

- a. Develop draft and final reports of sewer system evaluation including results and list of projects. Incorporate City comments into reports and meet with City to review comments (if applicable).
- b. Deliverables
  - i. Report of Sewer System Evaluation including results and list of projects (Draft and Final)
  - ii. Model files for final solutions

## **Task 5—Capital Improvement Plan**

### **Subtask 5.1 – Prepare Project Descriptions and Cost Estimates**

- a. Provide project information including scope description (general and specific), basis/justification for project, visual representation, project schedule, assumptions, and alternatives.

- b. Prepare planning level cost estimates for proposed capital improvement projects.

#### **Subtask 5.2 – Develop Project Priorities and CIP Schedule**

- a. Develop project priority levels based on the following: i) severity of deficiencies; ii) potential impacts resulting from deficiencies; iii) timing of proposed development(s)/redevelopment(s); iv) coordination with other projects (e.g. utility work, pavement/street work, etc. as provided by the City); v) maintenance history (e.g. known trouble spots); and vi) inspection/condition records.
- b. Develop Capital Improvement Plan for capacity projects including master schedule of all projects

#### **Subtask 5.3 – Prepare Capital Improvement Plan Report**

- a. Develop draft and final Capital Improvement Plan reports, meet with City to review and discuss comments on reports, incorporate report comments
- b. Deliverables
  - i. Capital Improvement Plan (Draft Report and Final Report)

### **Task 6—Funding Plan for System Improvements**

#### **Subtask 6.1 – Review Existing Financial Information**

- a. Meet with City financial staff to discuss basis of current conveyance fees and relevant City financial policies

#### **Subtask 6.2 – Perform Cash Flow Analysis**

- b. Conveyance Fee Analysis for Capacity Projects
  - i. Perform cash flow analysis to extend out 10, 15, or 20 years (to be determined jointly by City and Consultant)
  - ii. Incorporate capital project costs from Capital Improvement Plan

#### **Subtask 6.3 – Assess Current and Propose New Fee Structure**

- a. Assess current rate structure (three tier) and recommend changes if appropriate. Include analysis for each type of development/land use
- b. Perform rate comparison to up to five (5) other agencies (similar agencies and local agencies)
- c. Provide support to City to determine feasibility of proposed new conveyance fees
- d. Comply with any relevant City reserve policies or other financial policies
- e. Provide support to City at one Public Hearing as needed for conveyance fee changes

#### **Subtask 6.4 – Prepare Conveyance Fee Analysis Report**

- a. Develop draft and final reports for the Conveyance Fee Analysis. Incorporate City comments into reports and meet with City to review comments (if applicable).
- c. Deliverables

- i. Conveyance Fee Analysis Report as stand-alone document

## **Task 7—Prepare Sanitary Sewer Master Plan (Update) Report**

### **Subtask 7.1 – Prepare Draft Report**

- a. Prepare Draft Master Plan (Update) Report
  - i. Prepare draft report to present and summarize the results and recommendations of the study. The report sections shall include, at a minimum, the following topics: executive summary, introduction, model basis—land use and flow, model development & update, capacity analysis, and capital improvement plan.
  - ii. Technical memoranda shall be included as appendices to the report
  - iii. Plan for 2-3 meetings with the City to discuss comments on the draft report
  - iv. Incorporate City comments into draft report
- b. Deliverables
  - i. Draft Sanitary Sewer Master Plan (Update) Report (PDF format, plus MS Word file(s) of report text)

### **Subtask 7.2 – Prepare Final Report**

- a. Prepare Final Master Plan (Update) Report
  - i. Prepare final report
  - ii. Plan for 1-2 meetings with the City to discuss comments on the final report
  - iii. Resubmit report for additional reviews until final City approval
- b. Deliverables
  - i. Final Sanitary Sewer Master Plan (Update) Report (PDF format, plus MS Word file(s) of report text)

## **Task 8—Develop Methodology and Procedures for Ongoing Model Updates**

### **Subtask 8.1 – Develop Process for Development Updates**

- a. Develop and document process for incorporating development land use changes into model
- b. Develop and document reconciliation procedure for concurrent developments

### **Subtask 8.2 – Prepare Model Update Procedures Manual**

- a. Develop draft and final Procedures Manual. Incorporate City comments into documents and meet with City to review comments (if applicable)
- b. Deliverables
  - i. Procedures Manual for Model Updates (Draft and Final)

## V. SCHEDULE OF PERFORMANCE

In the performance of services, Consultant shall meet the following schedule milestones. Any modification to the schedule milestones shall require approval of the City in writing.

<b>Activity</b>	<b>Target Date</b>
Consultant Notice to Proceed	Mid to late October 2022
Flow Monitoring Report Completion	March 31, 2023
Hydraulic Model Update Completion	June 30, 2023
System Performance Evaluation & Required Improvements Completion	November 20, 2023
Funding Plan for System Improvements Completion	March 18, 2024
Completion of Final Master Plan (Update) Report	March 29, 2024
Methodology & Procedures for Ongoing Model Updates Completion	March 29, 2024

## **EXHIBIT B SCHEDULE OF FEES**

### **I. GENERAL PAYMENT**

The total payment to the Contractor for Basic Services, as stated in **Exhibit A**, shall not exceed \$891,038. The amount billed to City for pre-approved Additional Services shall not exceed the sum of \$89,000. In no event shall the amount billed to City by Contractor for services under this Agreement exceed \$980,038, subject to budget appropriations.

Billing shall be on a monthly basis based on the services performed for each task. Contractor shall, during the term of this Agreement, invoice the City for hours and dollars of work completed under this Agreement. The invoice shall describe the Task invoiced, percent complete of the Task, time and materials expended by Task, and total amount during the invoice period. The invoice shall also show the total to be paid for the invoice period. All invoices shall provide a written description of work performed during the invoice period, deliverables completed, and progress to date on Tasks being invoiced in order to support the amount invoiced.

### **II. BASIC SERVICES**

The total payment to Contractor for all work necessary for performing all Tasks, as stated in Exhibit A, shall be in proportion to services rendered and on a time and materials not-to-exceed basis.

The Contractor fee allocated to each Task, as shown below, shall be the Contractor's full compensation for all the Contractor services required by this Agreement, as directed by the City, and no additional compensation shall be allowed. City may reallocate budget from Tasks to other Tasks or to or from additional services. The Contractor shall bill time and materials spent on a Task under the appropriate Task and will not be allowed to charge to future or inactive tasks unless approved in writing by City. The Contractor shall provide a summary of dates and hours charged per date by individual, and individual timesheets, if requested by City. The hours and amounts charged to each Task shall be proportionate to the services rendered.

Tasks denoted as Optional Tasks, as stated in Exhibit A, require pre-approval in writing by CITY prior to performing any services under the task. Payment for any Optional Task is allowed only if written authorization is given by the City in advance of the work to be performed. Fees for Optional Tasks shall be considered as Basic Services.

As noted in the Scope of Services and Cost Proposal description, Contractor has provided a cost for extension of Flow Monitoring services on a weekly basis to be used with City approval to extend the timeframe for flow monitoring activities.

The total amount of all the Tasks is a not-to-exceed amount. Figures in the following table include all subconsultant costs, miscellaneous expenses, and administrative markups. The following table is a summary of the Tasks based upon the Proposal submitted by Woodard & Curran on August 19, 2022 and agreed by City and Contractor.

Contractor shall invoice time and expenses according to the subtasks identified in the Scope of Services. The time and expenses billed for subtasks may vary above or below the fees identified on the Estimated Project Cost provided that the total billed for all subtasks billed under a Task remains within the Fee established for the Task. Upon mutual agreement between City and Contractor in writing, subtasks may be combined as needed to facilitate Contractor's invoicing.

<b>Description</b>		<b>Amount</b>
Task 1	Data Collection, Review and Evaluation	\$31,442
Task 2	Flow Monitoring	\$257,614
Task 3	Hydraulic Model Update	\$186,634
Task 4	System Performance Evaluation and Required Improvements	\$138,148
Task 5	Capital Improvement Plan	\$62,216
Task 6	Funding Plan for System Improvements	\$58,368
Task 7	Prepare Sanitary Sewer Master Plan (Update) Report	\$58,212
Task 8	Develop Methodology and Procedures for Ongoing Model Updates	\$32,404
	Subtotal Tasks 1 through 8	\$825,038
Optional Service	Extension of Flow Monitoring (4 weeks @ \$16,500 per week)	\$66,000
<b>Total</b>		<b>\$891,038</b>

In no event shall the amount billed to City by Contractor for Basic Services under this Agreement exceed eight hundred ninety-one thousand thirty-eight dollars (\$891,038), subject to budget appropriations.

### III. MISCELLANEOUS EXPENSES

Miscellaneous Expenses including, but necessarily limited to, duplication costs, outside reproduction, courier fees, mailing fees, mileage, and travel shall not be paid or reimbursed separately. The cost for all miscellaneous expenses shall be deemed included in the Contractor rates and/or the total amount paid for the respective task.

#### IV. ADDITIONAL SERVICES

Additional Services consists of work not included in the Scope of Services outlined within this Agreement. Pre-approved Additional Services shall be billed to City at the fixed hourly rates shown below in Section V, RATE SCHEDULE, or at an agreed negotiated price. Monthly billing for Additional Services shall be consistent with the terms set forth in this Agreement. Payment for any Additional Services is allowed only if written authorization is given by the City Engineer in advance of the work to be performed. Additional Services shall not exceed \$89,000 without approval by the City.

#### V. RATE SCHEDULE

Charges for personnel engaged in professional and/or technical work are based on the actual hours directly chargeable to the project.

Rates by classification are listed below. This Rate Schedule shall remain fixed for the term of the Agreement. Any classifications added to the rate schedule, or staff members changing classifications, shall be approved in writing by City.

Allowable markup on subconsultant work shall be 10%.

##### Woodard & Curran Rate Schedule:

Labor Category / Classification	Hourly Rate (\$)
Engineer 1 (E1), Scientist 1 (S1), Geologist 1 (G1), Planner 1 (P1), Technical Specialist 1 (TS1)	194
Engineer 2 (E2), Scientist 2 (S2), Geologist 2 (G2), Planner 2 (P2), Technical Specialist 2 (TS2)	221
Engineer 3 (E3), Scientist 3 (S3), Geologist 3 (G3), Planner 3 (P3), Technical Specialist 3 (TS3)	254
Project Engineer 1 (PE1), Project Specialist 1 (PS1), Project Geologist 1 (PG1), Project Planner 1 (PP1), Project Technical Specialist 1 (PTS1)	265
Project Engineer 2 (PE2), Project Specialist 2 (PS2), Project Geologist 2 (PG2), Project Planner 2 (PP2), Project Technical Specialist 2 (PTS2)	281
Project Manager 1 (PM1), Technical Manager 1 (TM1)	302
Project Manager 2 (PM2), Technical Manager 2 (TM2)	319
Senior Project Manager (SPM), Senior Technical Manager (STM)	340



<b>Labor Category / Classification</b>	<b>Hourly Rate (\$)</b>
Senior Technical Practice Leader (STPL), National Practice Leader (NPL), Strategic Business Unit Leader (SMUL)	356
Software Engineer 1 (SE1)	178
Software Engineer 2 (SE2)	200
Software Engineer 3 (SE3)	216
Designer 1 (D1)	151
Designer 2 (D2)	184
Designer 3 (D3), Senior Software Developer (SSD)	189
Senior Designer (SD)	194
Project Assistant (PA), Project Accountant (PAC), Project Delivery Specialist (PDS)	130
Senior Assistant (SA), Billing Manager (BM), Senior Project Assistant (SPA)	151
Marketing Manager (MM), Graphics Manager (GM), Marketing Assistant (MA), Graphic Artist (GA)	151

**EXHIBIT C**  
**INSURANCE REQUIREMENTS**

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

**A. COMMERCIAL GENERAL LIABILITY INSURANCE**

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:
  - \$1,000,000 Each Occurrence
  - \$2,000,000 General Aggregate
  - \$2,000,000 Products/Completed Operations Aggregate
  - \$1,000,000 Personal Injury
2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:
  - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
  - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
  - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

**B. BUSINESS AUTOMOBILE LIABILITY INSURANCE**

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

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

C. WORKERS' COMPENSATION

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

D. PROFESSIONAL LIABILITY

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

E. COMPLIANCE WITH REQUIREMENTS

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

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

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

3. Cancellation.

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

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

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

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

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

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

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

#### G. EVIDENCE OF COVERAGE

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

#### H. EVIDENCE OF COMPLIANCE

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

EBIX Inc.  
City of Santa Clara—Department of Public Works  
P.O. Box 100085 – S2 or 1 Ebix Way  
Duluth, GA 30096 John's Creek, GA 30097

Telephone number: 951-766-2280  
Fax number: 770-325-0409  
Email address: ctsantaclara@ebix.com

#### I. QUALIFYING INSURERS

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

## 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](http://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](http://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.

## 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.