

**AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
STEPHENS MECHANICAL CORPORATION**

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Stephens Mechanical Corporation, 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 services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services";
- B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

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

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees and Payment Provisions

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance Exhibit

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

- A. 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 November 1, 2022 and terminate on October 31, 2027.
- B. After the Initial Term, City reserves the right, at its sole discretion, to extend the term of this Agreement for up to five (5) additional one-year terms through October 31, 2032 ("Option Periods"). Such extensions of term shall be authorized through an Amendment to this Agreement executed by the Parties.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

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

4. WARRANTY

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

5. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE

Contractor represents and maintains that it has the expertise in the professional calling necessary to perform the services, and its duties and obligations, expressed and implied, contained herein, and city expressly relies upon contractor's representations regarding its skills and knowledge. Contractor shall perform such services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

6. COMPENSATION AND PAYMENT

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is one hundred twenty-five thousand dollars

(\$125,000.00), 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 unless an amendment has been executed by both Parties.

7. TERMINATION

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

8. ASSIGNMENT AND SUBCONTRACTING

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

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

9. NO THIRD-PARTY BENEFICIARY

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

10. INDEPENDENT CONTRACTOR

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

11. CONFIDENTIALITY OF MATERIAL

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

12. OWNERSHIP OF MATERIAL

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

13. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

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

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

14. HOLD HARMLESS/INDEMNIFICATION

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

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

15. INSURANCE REQUIREMENTS

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

16. WAIVER

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

17. NOTICES

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

City of Santa Clara
Attention: Electric Department
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at SVPcontracts@santaclaraca.gov

And to Contractor addressed as follows:

Stephens Mechanical Corporation
497 Edison Court, Suite D
Fairfield, CA 94534
paul@stephensmechanical.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 at <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.

26. LIMITATION OF DAMAGES

Notwithstanding anything to the contrary, in any of the Contract Documents, neither Party shall be liable to the other for any consequential, indirect, incidental, special, liquidated, or punitive damages (including but not limited to loss of use, revenue or profits, inventory or use charges, cost of capital or claims of customers) howsoever caused.

[SIGNATURES ON FOLLOWING PAGE]

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

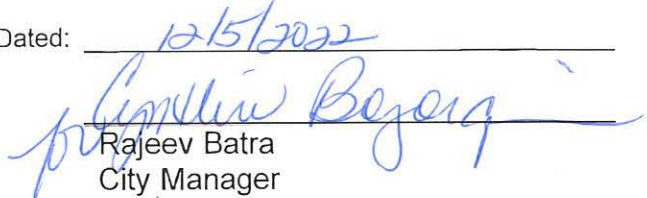
Approved as to Form:

Dated: 12/15/2022

Daniel Ballin

Digitally signed by Daniel Ballin
Date: 2022.12.02 11:06:44
-08'00'

Office of the City Attorney
City of Santa Clara

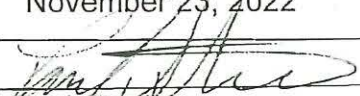


Rajeev Batra
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

STEPHENS MECHANICAL CORPORATION
a California corporation

Dated: November 23, 2022

By (Signature): 
Name: Paul Stephens

Title: President and CEO

Principal Place of Business Address: 497 Edison Court, Suite D
Fairfield, CA 94534

Email Address: paul@stephensmechanical.com

Telephone: (707) 747-5847

"CONTRACTOR"

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: _____

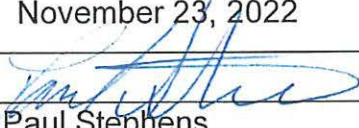
Office of the City Attorney
City of Santa Clara

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

"CITY"

STEPHENS MECHANICAL CORPORATION
a California corporation

Dated: November 23, 2022

By (Signature): 
Name: Paul Stephens

Title: President and CEO

Principal Place of Business Address: 497 Edison Court, Suite D
Fairfield, CA 94534

Email Address: paul@stephensmechanical.com

Telephone: (707) 747-5847

"CONTRACTOR"

EXHIBIT A
SCOPE OF SERVICES

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

As needed millwright services including turbine inspection, maintenance, repair, and overhaul services as further described in this Exhibit A for the City's Electric Utility, Silicon Valley Power (SVP).

1. GENERAL

- 1.1. Contractor shall furnish all labor, materials, tools, equipment, and associated services necessary to provide Millwright Support and Turbine Inspection, Maintenance, Repair and Overhaul Services as detailed in Exhibit A.
- 1.2. Contractor shall perform both field and depot services.
- 1.3. Contractor shall be available to perform routine / scheduled and emergency services.
- 1.4. Each scope being quoted and performed on an as-needed basis should be considered turnkey including final testing and start up.
- 1.5. Contractor will manage and coordinate the service in accordance with the Original Equipment Manufacturer (OEM) standards and recommendations, established maintenance cycle of the equipment, International Organizations for Standardization (ISO) requirements, generally accepted industry and manufacturer best practices, applicable equipment specifications, policies, procedures, and applicable federal, state or local regulations and laws.
- 1.6. Contractor shall secure approval from City before using alternate methods for performing services. Such as but not limited to:
 - 1.6.1. Oils, lubricants, and parts tolerances other than those generally accepted by manufacturer
 - 1.6.2. Method or order of disassembly or reassembly
 - 1.6.3. Contractor shall maintain payment and/or performance bond equal the 100% of the value of the work authorization throughout the term of the agreement.

2. SERVICES TO BE PERFORMED

- 2.1. Turbine inspection, maintenance, repair, and overhaul services

- 2.2.** Perform inspections on GE Frame 5 Turbines, Vertical & Horizontal Hydroelectric Turbines, and Mitsubishi Steam Turbines; and other turbine technologies pursuant to Original Equipment Manufacturer (OEM) guidelines such as, but not limited to borescope and visual inspection, review of results and report on recommendations for specific maintenance and repair activities to be performed.
- 2.3.** Prior to performance of services, review recommendations, improvements, and Technical Information Letters (TIL) to identify which should be implemented in the performance of work.
- 2.4.** Review borescope results and plan for next borescope or any required maintenance.
- 2.5.** Perform any required maintenance work defined in the Original Equipment Manufacturer (OEM) Operation and Maintenance Manual.
- 2.6.** Perform scheduled maintenance on GE Frame 5 Turbines, Vertical & Horizontal Hydroelectric Turbines, and Mitsubishi Steam Turbines; and other turbine technologies such as, but not limited to:
 - 2.6.1.** Oil flush and replacement, clean oil tank, replace oil, and resolution of any outstanding Technical Information Letters (TIL) for equipment serviced
 - 2.6.2.** Implementation of recommendations included in product bulletins, service bulletins, and other OEM documentation
 - 2.6.3.** Perform any required on-site or shop maintenance in accordance with OEM Manual or other documentation.
- 2.7.** Scheduled maintenance timelines will be identified by SVP in each request for services.
- 2.8.** Remedial Measures: Remedial measures are defined as services performed beyond normal O&M services to address issues discovered during inspections of the turbines including any services that may be performed to restore the system to optimal operating condition.
- 2.9.** Perform repairs on GE Frame 5 Turbines, Vertical & Horizontal Hydroelectric Turbines, and Mitsubishi Steam Turbines, other turbine technologies and turbine auxiliary equipment including, but not limited to
 - 2.9.1.** Pump or motor repair or refurbishment
 - 2.9.2.** Bearing refurbishment or replacement,
 - 2.9.3.** Repair of system auxiliaries

- 2.9.4.** Replacement and repair of package and enclosure components
- 2.10.** Perform minor and major overhauls on GE Frame 5 Turbines, Vertical & Horizontal Hydroelectric Turbines, and Mitsubishi Steam Turbines: and other turbine technologies including disassembly and reassembly of turbines and auxiliaries. Key features of an overhaul are: (a) complete tear down and inspection, (b) rebuild with new, refurbished, and serviceable parts as required, and (c) functionality and performance demonstration.
- 2.11.** Perform turbine and generator alignments
- 2.12.** Other Rotating Equipment Maintenance including, but not limited to:
 - 2.12.1.** Replacing/repairing rotating equipment and parts
 - 2.12.2.** Repair and replacement of pumps and motors
 - 2.12.3.** Aligning rotating equipment
- 2.13.** Fabricate or install varying types of equipment or components including, but not limited to:
 - 2.13.1.** Turbines
 - 2.13.2.** Structural supports for equipment or components; and
 - 2.13.3.** Mounting adapters.
- 2.14.** Supply parts as required to maintain, repair, and otherwise perform services including supply of specialized parts and materials
- 2.15.** Procurement of Rotable or rebuilt equipment
- 2.16.** Other millwright services including, but not limited to:
 - 2.16.1.** Non-Destructive Examination (NDE) services
 - 2.16.2.** Valve and actuator inspections and repairs
 - 2.16.3.** Coupling checks, repairs, and replacements.
 - 2.16.4.** Reverse engineering of parts.
 - 2.16.5.** Providing adequate part substitutions for obsolete parts.
 - 2.16.6.** Rigging and crane support.
 - 2.16.7.** Other mechanical work as needed.

- 2.17. Assist City in developing and implementing routine, preventive and condition-based maintenance programs.
- 2.18. Institute comprehensive reporting procedures to ensure close communications with Customer

3. INCLUDED SERVICES

- 3.1. Project Management,
- 3.2. Providing logistical planning and personnel scheduling,
- 3.3. Managing major project evolutions and interfacing with SVP, and
- 3.4. Managing necessary subcontractors.
- 3.5. Contractor shall provide any certifications required by City associated with each service.
- 3.6. Waste Removal: Contractor shall be responsible for disposing of all hazardous material generated by the contractor during the performance of services under this agreement.
- 3.7. Contractor shall recycle all scrap material.
- 3.8. Contractor shall be responsible for providing all required tools and equipment including shipping to SVP's site as required.
- 3.9. Contractor shall perform site safety audits at the City's request.

4. SERVICE LOCATIONS

- 4.1. Contractor services will primarily be performed in the City of Santa Clara at the following locations.
 - 4.1.1. Donald Von Raesfeld Power Plant (DVR), 850 Duane Ave. Santa Clara, CA 95054;
 - 4.1.2. Gianera Generating Station, 2339 Gianera St. Santa Clara, CA 95054; and
 - 4.1.3. Cogen, 524 Robert Ave. Santa Clara, 95050
- 4.2. Contractor may be requested to perform services at the following remote locations:
 - 4.2.1. Stony Creek Hydroelectric System near Orland, CA;

4.2.2. Grizzly Hydroelectric Project System located in Plumas County, CA;
and

4.2.3. Additional City and SVP facilities as needed.

5. PROCESS FOR REQUESTING AND APPROVING AS NEEDED MILLWRIGHT SERVICES

5.1. When millwright services are needed, the City will request a quote from one or multiple contractors (Work Request).

5.2. Contractor shall submit a quote for the services requested. The quote shall include the following details:

5.2.1. The specific service(s) to be performed. Detail of the services should have a level of detail reflective of the scope, timeline, and cost of the specific project.

5.2.2. Estimated cost for the requested services, including:

5.2.2.1. Labor costs (prevailing wage and non-prevailing wage);

5.2.2.2. Project management costs (if applicable);

5.2.2.3. Subcontractors, including subcontractor DIR number;

5.2.2.4. Tools and materials;

5.2.2.5. Rental Equipment (scaffolding, vehicles; crane rentals, etc.);

5.2.2.6. Applicable reimbursable expenses (travel; lodging; etc.) including the expected number of workers eligible for subsistence and travel related charges as outlined in Exhibit B;

5.2.2.7. Any additional costs (facilities trailer; tool trailer; shipping, etc.); and

5.2.2.8. Any drawings or documents required.

5.2.2.9. Proposed schedule to be approved by City. The schedule agreed upon between City and Contractor shall be the Established Shift as defined in Exhibit B.

5.2.2.10. Total not to exceed price

5.2.3. Items not included in the quote are assumed to be included in the hourly rate.

5.3. When requested by City, Contractor shall include a proposed project schedule including expected start and end dates. The project schedule

shall indicate any activities, products, or materials that may impact the project timeline, including, but not limited to, lead times for material sourcing, shipping and receiving delays, or other sources of potential schedule risk. SVP and Contractor may negotiate final schedule which shall be included in final Work Authorization.

- 5.4.** When requested by City, a project logistics plan for the site shall be included.
- 5.5.** The City shall review the quote and, if there are no issues or concerns, City will approve the quote from the awarded contractor and provide written authorization for Contractor to begin work (Work Authorization).
- 5.6.** The terms of this Agreement shall prevail over any and all contractor terms and conditions including, but not limited to any terms listed on a quote.
- 5.7.** Except in the case of emergency work which shall follow the process in Section 5.10 or the circumstance described in Section 5.11.3, at no time shall Contractor begin work before the City has provided written authorization.
 - 5.7.1.** Written authorization by e-mail is acceptable.
 - 5.7.2.** Authorization may only be given by a Division Manager, Senior Division Manager, Assistant Director, Chief Electric Utility Operating Officer, or Chief Electric Utility Operating Officer or (email is acceptable).
- 5.8.** If quotes are requested from multiple contractors, each contractor will be notified of award to the selected contractor.
- 5.9.** City shall not be required to pay a deposit or any other form of pre-payment prior to the Contractor beginning work.
- 5.10.** Alternate authorization process for emergency work.
 - 5.10.1.** An emergency service shall be defined as an unforeseen event, circumstance, or combination thereof that the City reasonably determines to require immediate action, presents an ongoing danger to public health and safety, and/or imperils SVP facilities and equipment.
 - 5.10.2.** Emergency services may only be authorized, by an Assistant Director of the Electric Utility, Electric Utility Chief Operating Officer, or Chief Electric Utility Officer. (Written authorization by e-mail is acceptable.)
 - 5.10.3.** Emergency services may be approved verbally, where appropriate, only by the SVP staff identified above. When verbal authorization is

given, Contractor shall follow up with City for written confirmation within three (3) calendar days.

- 5.10.4. When emergency services are required, Contractor shall send a quote to the City for the required services as soon as possible, but no later than three (3) business days after starting work. The quote shall be detailed in accordance with this Section 4 and shall also include any completed work.

5.11. Changes

- 5.11.1. Contractor shall notify the City immediately when a situation occurs that may result in a change to the quoted project cost. Contractor shall provide reason for the change specific to each Work Authorization.

- 5.11.2. In the event that unanticipated site conditions or other issues result in costs that exceed the approved quote, Contractor shall submit to the City an updated quote for review and approval from the City in advance of performing the work. Written authorization may only be provided by a Division Manager, Senior Division Manager, Assistant Director of the Electric Utility, Electric Utility Chief Operating Officer, or Chief Electric Utility Officer.

- 5.11.3. In the event that issues are identified that can be most efficiently and economically resolved while on site, changes may be approved verbally (in the field), by telephone, or e-mail by the following authorized individuals: Assistant Director of the Electric Utility, Electric Utility Chief Operating Officer, or Chief Electric Utility Officer. Contractor shall provide an updated quote within two (2) business days so that such changes can be documented in a written authorization within four (4) business days.

- 5.11.4. Contractor shall not initiate any work which will extend past the term in Section 2 of the Agreement or exceed the maximum compensation in Section 6 of the Agreement.

6. REPORTING AND DOCUMENTATION

- 6.1. As required by each Work Authorization, Contractor shall provide regular status updates on services performed during the term of the agreement. Depending on work activity, status updates may be required daily, weekly, or monthly at the direction of City.
- 6.2. Reports may include cost and schedule updates for services Contractor is providing to the City.
- 6.3. Information required in reports may include, but is not limited to the following:

- 6.3.1. Pictures of job progress,
- 6.3.2. Serial number of all parts removed and installed,
- 6.3.3. Preliminary and final NDE reports,
- 6.3.4. All equipment data taken (as-found/as-left),
- 6.3.5. Material test reports as applicable,
- 6.3.6. Summary of job steps,
- 6.3.7. Mechanical test reports,
- 6.3.8. Drawings used to complete project,
- 6.3.9. New drawings as applicable, and
- 6.3.10. Any optional work completed.
- 6.3.11. Final project report for each turbine upon completion of work.

7. E-BUILDER

- 7.1. When required by City, Contractor shall use e-Builder for submission of data and documents throughout the term of this agreement, as requested by the City.
- 7.2. e-Builder is a web-based construction management application hosted by e-Builder, Inc. For certain projects to be defined by the City, e-Builder shall be the primary means of project information submission and management or as otherwise agreed upon with the City.
- 7.3. The City will establish the Contractor's access to e-Builder by providing licenses to Contractor's personnel at City's cost. The Contractor's designated users will be required to set up their computers/systems to use e-Builder in accordance with the e-Builder User Training Guide. The City reserves the right to limit the licenses issued to Contractor in the future.
- 7.4. Contractor is required to obtain all necessary training to use the software. The City will provide one classroom training or a web-based seminar. A training session is 1 - 2 hours.
- 7.5. e-Builder is a web-based environment and therefore it is subject to the inherent speed and connectivity limitations of the Internet. The Contractor is responsible for its own connectivity to the Internet. e-Builder's response time is dependent on the Contractor's equipment, including processor speed, Internet access speed, etc. and current traffic on the Internet. The City will not be liable for any delays associated from the usage of e-Builder

including, but not limited to: slow response time, down time periods, connectivity problems, or loss of information. The Contractor shall ensure connectivity to the e-Builder system whether at the home office or job site. Under no circumstances will usage of e-Builder be grounds for a time extension or cost adjustment to the Contract.

- 7.6.** Data entered in a collaborative mode (entered with the intent to share as determined by permissions and workflows within the e-Builder system) by the City and the Contractor will be jointly owned.
- 7.7.** The Contractor is responsible for managing, tracking, and documenting the work to comply with the requirements of this Agreement. The City's acceptance via automated system notifications or audit logs extends only to the face value of the submitted documentation and does not constitute validation of the Contractor's submitted information.
- 7.8.** At the City's sole discretion, project documents may be processed and distributed digitally over the internet or may be required to be presented in hard copy format.
- 7.9.** While regular email may still be used for communication, when requested by the City, e-Builder shall be utilized as much as possible in connection with all document and information management required in the performance of projects where City has directed the use of e-Builder. Contractor shall be responsible for scanning or otherwise converting to electronic format all project submittals and Contractor correspondence, drawings, sketches, etc., and uploading them to the e-Builder web site and shall be responsible for the validity of its information placed in e-Builder. The Contractor shall utilize the existing forms and processes in e-Builder to the maximum extent possible. If a required form does not exist in e-Builder, the Contractor shall include a form of its own or one provided by the City (if available) as an attachment to a submittal or process. Documents and information to be submitted electronically include, but are not limited to:
 - 7.9.1.** Correspondence;
 - 7.9.2.** Meeting Minutes;
 - 7.9.3.** Submittals and Shop Drawings;
 - 7.9.4.** Product Data, reports, certifications, etc. must be submitted in PDF format. (If a sample is able to be scanned, it is requested a scanned PDF copy is submitted with the sample.);
 - 7.9.5.** Requests for Information (RFI's);

- 7.9.6.** Change Order requests and documentation, including record copies of Change Orders, Proposals, Modifications;
 - 7.9.7.** Pay Applications;
 - 7.9.8.** "Official" correspondence (such as letters) including informal correspondence, such as e-mail;
 - 7.9.9.** Pre-Task Plans (PTPs);
 - 7.9.10.** Daily Construction Reports and other Daily Reports including Contractor Quality Control (CQC) Reports;
 - 7.9.11.** Quality Control (QC) Documentation
 - 7.9.12.** All official reports, such as Commissioning reports;
 - 7.9.13.** Notices and Claims;
 - 7.9.14.** Operations and Maintenance Manuals;
 - 7.9.15.** All Close-out documents; and
 - 7.9.16.** All testing results.
- 7.10.** Archive Copies: When requested by City, Contractor shall keep an archive copy of all digital data created by Contractor, or submitted to Contractor via e-mail, or resident on the e-Builder for the duration of the Project. Such data shall be available to City, authorities with jurisdiction (including funding agencies or representatives) on demand.
- 7.11.** Should the City replace e-Builder with a different project management tool, Contractor, and subcontractors, shall be required to utilize the new project management tool selected by the City

8. SCHEDULE

- 8.1.** City will include requested schedule for work in each Work Request.
- 8.2.** Rework and repair shall be completed in a timely, efficient manner so as to ensure the utility plant equipment is operational as soon as possible. This may require shifts greater than twelve (12) hours per day or working alternative shifts including night shifts.
- 8.3.** Except where otherwise directed by the City, Contractor shall perform the required services between 7:00 AM - 7:00 PM, Monday through Sunday.
- 8.4.** For emergency services, Contractor shall be available to arrive onsite within six-hours of City request and immediately evaluate the labor,

tooling, rental equipment, and subcontracted services needed to perform the necessary work.

- 8.5.** Contractor shall be available to plan, staff, and execute scheduled outages with two-weeks' notice.

9. STAFFING

- 9.1.** The Contractor shall be solely responsible for selecting, hiring, employing, paying, supervising, training, and discharging all personnel necessary to provide Millwright Support. Contractor shall select and hire only persons, who are neat, well-groomed, and courteous, and who can act in the utmost professional manner when interacting with City staff and the general public.
- 9.2.** Contractor shall employ only competent craftsmen/skilled workers who are who are well-qualified to perform the job duties for which they are being hired, appropriately trained, licensed to perform the required services.
- 9.3.** Contractor shall be responsible for understanding and complying with any training and licensing required for the performance of the services described in this Exhibit A, including but not limited to, Department of Transportation (DOT) requirements for commercial driver's license and required drug testing if applicable.
- 9.4.** Contractor shall ensure that all its employees and agents abide by established local, state, and federal safety rules and regulations.
- 9.5.** Contractor's employees and any subcontractors shall supply proper identification when requested by the City.
- 9.6. Classification and Duties of Employees**
- 9.6.1.** The Contractor may be requested to include the classifications of employee positions and the duties of each position in their proposal and each response to Work Request. Classifications may include, but are not limited to:
- 9.6.2. Project Manager/General Manager: Responsible for the day-to-day management and supervision of the required services. Project Manager responsibilities shall:**
- 9.6.2.1.** Be the general manager for the Contractor's scope of the project and carry the overall responsibility and accountability of execution, cost, schedule compliance, performance, and quality.
- 9.6.2.2.** Be the administrator for all subcontractors.

- 9.6.2.3.** Be the main point of contact for SVP and issue all required reports and project documentation.
- 9.6.2.4.** Have the overall responsibility to maintain the master project schedule with SVP, master work scope, change system, and coordinate all change order estimates.
- 9.6.2.5.** Complete change order forms and schedule impacts to be presented to the SVP project management team as deviations in schedule or scope occur.
- 9.6.2.6.** Issue scope to the appropriate supervisor upon approval of the change.
- 9.6.2.7.** Maintain a detailed record of all changes to schedule and scope.
- 9.6.2.8.** Maintain, update, and issue schedule progress as required by SVP.
- 9.6.3.** Project Manager on-site responsibilities include, but not be limited to, correcting problems, managing conflicts and complaints, and overseeing work schedules, personnel, and equipment requirements.
- 9.6.4.** Technical Field Advisor/Field Engineer: Works with field personnel to address technical questions regarding turbine work. Reviews all technical data to ensure compliance with guidelines outlined in Section 1 of this Exhibit A.
- 9.6.5.** Technical/Field Personnel: Performs the required installation, maintenance, and repair services.
- 9.6.6.** Administrative Personnel: Assists in the administration and reporting of the required services.
- 9.6.7.** Contractor shall inform the City immediately of any change in key personnel assigned to the City.
- 9.6.8.** When requested by City, Contractor shall submit the resumes and other information supporting qualifications of the proposed replacement employee(s) to the City for review and approval. The City shall not unreasonably withhold approval.
- 9.6.9.** The City reserves the right to request the removal of any Contractor employee(s) who do not conduct themselves in a courteous, professional manner, or whose actions endanger the safety of people or property. The Contractor shall promptly respond to requests for replacement personnel.

10. EMPLOYEE TRAINING

- 10.1.** Contractor shall train all employees (including subcontractors) assigned to perform services
- 10.2.** Contractor's employee training shall be at no cost to the City.
- 10.3.** Contractor shall ensure that all employees (including subcontractors) who will be involved in the performance of services for the City understand how to safely inspect, maintain, and repair rotating equipment and the systems they are installed in as required for their respective positions.
- 10.4.** Contractor shall review its training procedures annually and shall submit any revisions in writing to the City at the City's request.
- 10.5.** Contractor shall provide ongoing training as required by law or to perform their duties. Contractor shall ensure that all assigned employees attend this training.

11. SAFETY

- 11.1.** The Contractor shall be responsible for creating a safe work environment for all personnel and City employees as well as for traffic control at the job site.
- 11.2.** Contractor, its employees, and any subcontractors shall always act in a safe and professional manner while on City property.
- 11.3.** Contractor's safety provisions shall be in accordance with all applicable federal, state, county, and local laws, ordinances, and codes.
- 11.4.** Contractor shall perform all services to operate and maintain all equipment in compliance with state and federal regulations including, but not limited to, the Occupational Safety and Health Administration (OSHA), while performing services for the City.
- 11.5.** Contractor shall be responsible for remaining up to date on all applicable federal, state, county, and local laws, ordinances, and codes. Where any amended applicable laws or ordinances are in conflict with the City's requirements, the more stringent requirement(s) shall be followed. The Contractor's failure to be thoroughly familiarized with the safety provisions shall not relieve the Contractor from compliance with the obligations and penalties resulting therefrom.
- 11.6.** Contractor shall provide safety training records for its employees upon request

- 11.7.** Contractor shall maintain an Injury and Illness Prevention Program (IIPP) pursuant to Title 8, Section 3203 of the California Administrative Code. The program shall include, but not be limited to, a safety training program instructing Contractor's employees in general safe work practices and shall include specific instructions with regard to hazards unique to the employee's job assignment. A copy of the Contractor's IIPP shall be submitted to the City prior to the execution of an agreement and be made available on site upon request. Contractor shall notify City when the IIPP is updated.
- 11.8.** Contractor shall schedule safety inspections upon request to identify and correct unsafe conditions and work practices. The City reserves the right to accompany Contractor during these inspections.
- 11.9.** Contractor shall immediately remove any personnel who is acting in an unsafe or dangerous manner.
- 11.10.** Contractor shall comply with all site-specific safety requirements and procedures including but not limited to Lockout/Tagout (LOTO), Confined Space, Fall Protection, Chemical Safety, Hazardous Waste and Personnel Protective Equipment (PPE).
- 11.11.** Contractor's employees (including all subcontractors) shall not use or possess alcohol, narcotics, firearms, or drugs of any nature other than medical (for which the Contractor's employee has a current doctor's prescription) on City property and while performing services for the City. Employees using prescribed medication will not engage in any work if the medication can potentially impair the employee's ability to perform the work safely.
- 11.12.** Contractor's employees (including any subcontractors) shall utilize appropriate Personal Protective Equipment (PPE) and Fire Resistant (FR) clothing, as required. Contractor shall provide the required PPE and FR clothing at its own expense.
- 11.13.** Contractor shall provide work and traffic signage as required to warn pedestrians and vehicular traffic of work in progress. The Contractor may be required to direct pedestrians and traffic around the work area. Contractor shall also be responsible for providing all equipment and personnel necessary to properly perform the traffic control measures, including but not limited to, flaggers, cones, reflectors, electronic signs, barricades, caution tape, temporary paving, or steel plates.
- 11.14.** Contractor shall notify the City immediately in event of an injury or property damage that occurs during the performance of its services. Contractor shall investigate the reported injury or damage upon request from the City and provide the City with regular updates until the

investigation is resolved. The City reserves the right to perform its own investigation. Should the City choose to conduct its own investigation, Contractor shall assist the City as required.

- 11.15.** Contractor's employees and all subcontractors, if utilized shall be required to watch an SVP safety video once per calendar year or prior to the commencement of work.
- 11.16.** Safety as described in the Stephens Mechanical Corporation Safety Manual included with their proposal.

12. TOOLS AND EQUIPMENT

- 12.1.** Contractor is responsible for providing and identifying all tools and equipment (including any specialty tooling) necessary to perform work. SVP will not loan tools or equipment to the Contractor.
- 12.2.** In Contractor's quote or proposal, Contractor shall identify any equipment or tooling to be provided by City that is required to perform any aspect of the proposed service.
- 12.3.** All equipment shall be operated and well-maintained in a satisfactory condition at all times and in compliance with state and federal regulations including, but not limited to, the Occupational Safety and Health Administration (OSHA).
- 12.4.** The City may suspend work where they observe that proper tools and equipment are not being used or that tools are being used / operated improperly.

13. PROFESSIONAL BEHAVIOR

- 13.1.** Contractor shall be responsible for the conduct, demeanor and appearance of its employees while on or about the job site or while acting in the course and scope of employment.
- 13.2.** Contractor's employees shall be neat and clean and shall act in a courteous and professional manner. No employee shall use improper language or act in a loud, offensive, or otherwise improper manner.
- 13.3.** Contractor's employees shall be trained as to the requirements of their positions and the importance of performing their jobs according to the City's instructions.
- 13.4.** Contractor's employees shall be all times polite and courteous in their dealings with City staff and members of the public, treating them with patience and respect.

- 13.5.** Contractor's employees shall speak clearly and in a professional manner while interacting with members of the public, offering the assistance needed by each person.
- 13.6.** In the event that a complaint is made against Contractor, Contractor shall notify City immediately of complaint and then follow up to notify City of resolution of complaint.

14. WORKMANSHIP

- 14.1.** The Contractor shall perform the required services in an environmentally responsible manner.
- 14.2.** Contractor shall assume full responsibility for the protection and safekeeping of material and tools stored at the site and shall lock all Contractor vehicles when parked and unattended, to prevent unauthorized use. Contractor shall not leave vehicles or equipment unattended with the motor running or the ignition key in place.
- 14.3.** Contractor shall take all necessary precautions to protect all public and private property from damage during the performance of the required services. Contractor shall be responsible for the repair of any property damaged during the performance of services. Damage to City property that cannot be repaired shall be replaced at the Contractor's sole expense. Any expenses incurred by the City to repair property damage will be deducted from the Contractor's compensation or billed to Contractor at City's sole discretion.
- 14.4.** Contractor will make all reasonable efforts to minimize obstructions and inconvenience to private owners such as, but not limited to, noise associated with testing. Contractor shall keep their work site(s) free from all surplus material, waste material, dirt and rubbish caused by Contractor's performance of services.
- 14.5.** Contractor shall leave the work site in a neat and orderly condition. All clean-up work will be done to the satisfaction of the City, and at the sole expense of Contractor.
- 14.6.** Upon the end of the workday, or suspension of work, Contractor shall remove all equipment and obstructions from any property typically open for use by public traffic. Any incomplete work shall be secured in a manner that does not present a hazard to the City or public.
- 14.7.** City shall have the right to inspect all work performed by the Contractor and any subcontractors. Upon inspection, if the City identifies any unsatisfactory or defective work, the Contractor shall immediately correct the work at no additional cost to the City.

- 14.8.** City shall not perform any work for Contractor except in an emergency situation or as determined necessary by the City such as, but not limited to adequately protect the City's electrical or other facilities or to restore work area to a safe condition. City and Contractor shall negotiate any price adjustments if any quoted work is not performed by Contractor.

15. WARRANTY

- 15.1.** Manufacturer's warranty shall apply to all parts.
- 15.2.** Parts fabricated by Contractor shall have a warranty equal to or greater than manufacturer's warranty for similar parts.
- 15.3.** Labor shall be warranted for at least twelve (12) months from the date of acceptance.
- 15.4.** Contractor shall correct any deficiencies and/or errors in Contractor's work discovered during the warranty period, at no cost to the City.

EXHIBIT B

SCHEDULE OF FEES AND PAYMENT PROVISIONS

1. MAXIMUM COMPENSATION

The maximum amount of compensation to be paid to Contractor during the Term of this Agreement shall not exceed the amount in Section 6 (Compensation and Payment) of the Agreement.

2. RATES

2.1. Services shall be performed at the rates specified in Exhibit B-1 – Hourly Rates.

2.2. Definitions:

2.2.1. Day Shift rates apply to the regular workday of eight (8) consecutive hours (exclusive of lunch period) between the hours of 6:00 am and 5:00 pm, Monday through Friday, excluding holidays.

2.2.2. Established Shift shall be eight (8) hours that Contractor employees will perform work subject to the prior written approval of the Parties. A specific Work Request and Work Authorization may have multiple Established Shifts such as a Day Shift and a Night Shift.

2.2.3. Night Shift applies to hours worked outside of the hours of 6:00 am and 5:00 pm, Monday through Friday, excluding holidays. Night Shift may be included in the Established Shift(s) and such Established Shifts may include a second or third shift.

2.2.4. Straight Time applies to hours worked Monday through Friday, eight (8) consecutive hours (exclusive of lunch period) between the hours of 6:00 am and 5:00 pm, Monday through Friday, excluding holidays.

2.2.5. Overtime:

2.2.5.1. Overtime will be charged at the applicable rate for all work over eight hours per day and for the first eight hours on Saturday.

2.2.5.2. Overtime will be charged for all work performed outside the Established Shift. For example, if the Established Shift is 6 am through 2:30 pm and SVP subsequently requests that Contractor staff start work at 8:00 am, then overtime will apply after 2:30 pm even if total hours worked is eight hours or less.

- 2.2.5.3. Overtime rates shall be charged for all hours worked on the Night Shift if less than three (3) consecutive days are worked. For example, if SVP requests Contractor to work Night Shift for a duration two days or fewer, those Night Shifts will be billed at the overtime rate.
- 2.2.6. Multiple Shifts / Shift Differential: When multiple shifts are worked:
 - 2.2.6.1. For the first shift, Contractor will invoice eight (8) hours at the applicable rate for eight (8) hours of work. The first shift is the Established Shift that is mostly closely aligned with Day Shift.
 - 2.2.6.2. For the second shift, Contractor will invoice eight (8) hours at the applicable rate for seven and one-half (7.5) hours worked; and
 - 2.2.6.3. If a third shift is worked, Contractor will invoice eight (8) hours at the applicable rate for seven (7) hours worked.
 - 2.2.6.4. These provisions only apply in the event of multiple shifts worked.
- 2.2.7. Double Time will be charged for work beyond eight hours on Saturday, and for all work on Sundays and Holidays.
- 2.2.8. Holidays:
 - 2.2.8.1. Observed holidays are: New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday following Thanksgiving Day, and Christmas Day.
 - 2.2.8.2. If any of the above holidays fall on Saturday, the preceding Friday shall be observed as the holiday. If any of the above holidays fall on Sunday, the Monday following shall be observed as the holiday.
 - 2.2.8.3. Collectively bargained designated "off" holidays (September 2, 2022; February 17, 2023; and May 26, 2023) will be charged at the Overtime rate for the first eight hours worked, and the Double Time rate will apply to hours worked in excess of eight hours.
- 2.3. Minimum Billing Hours: A four-hour minimum for show up time will apply for each worker at the applicable rate whether work is performed or not. There is an eight-hour minimum for all work after four hours for each worker at the applicable rate.
- 2.4. Standby Time: Any delays beyond the control of Contractor or its subcontractors preventing Contractor or its subcontractors from performing work will be billed at the applicable rate.

- 2.5. **Emergency Call-Out:** When called out to perform work outside of an established schedule, a minimum of eight hours at the applicable overtime or double time rate will be billed.
- 2.6. Travel time will be billed at the applicable hourly rate for supervision and classifications above the level of Journeyman traveling greater than one hundred (100) miles from their permanent residence. Travel time will be billed at the applicable hourly rate for workers at and below the Journeyman level traveling greater than one hundred seventy-five (175) miles from their permanent residence.
- 2.7. Equipment shall be provided at the rates specified in Exhibit B-2
- 2.8. Rates do not include consumables, sales or use taxes, permits, bonds, or special licenses for specific projects. Contractor shall estimate those costs on each applicable Work Authorization.

3. REIMBURSABLE EXPENSES

Contractor may submit invoices for reimbursement of expenses set forth below, subject to the following conditions:

- 3.1. Contractor must include estimated reimbursable expenses in each quote for service and shall provide invoices depicting actual costs with each invoice including reimbursable expenses.
- 3.2. Reimbursable expenses shall be reimbursable only to the extent that the Contractor submits sufficient documentation to City that the expenses were directly incurred in providing the required services and that such expenses aren't included in fixed or hourly rates.
- 3.3. The following expenses may be reimbursable by City.
 - 3.3.1. Travel-related expenses (mileage, lodging, meals, etc.) including lodging for workers traveling greater than seventy-five (75) miles from their permanent residence requiring overnight accommodations will be billed at the current GSA rate. subject to the following:
 - 3.3.1.1. Unless approved in writing (e-mail acceptable) in advance, meals, lodging, and related Per Diem shall not exceed the rates outlined by United States General Services Administration (GSA).
<https://www.gsa.gov/travel-resources>
 - 3.3.1.2. Airfare or rental car, where applicable shall be at economy rates.
 - 3.3.1.3. Contractor will invoice the current IRS mileage rate for all out-of-town employees driving personal vehicles that are working greater than seventy-five (75) miles from their permanent residence.

- 3.3.2.** Cost of parts, materials, consumables, freight, or fuel not already included in hourly rates to the extent City has preapproved, in writing, those costs.
- 3.3.3.** The rental of any specialized tools, vehicles, or equipment to the extent City has preapproved, in writing, the cost of such rental.
- 3.3.4.** The cost of equipment purchased on behalf of SVP to replace or correct defective or insufficient items found while testing and inspecting.
- 3.3.5.** Site or City-specific background checks
- 3.3.6.** Any other expenses expressly identified as being reimbursable.
- 3.4.** City will reimburse these expenses at actual cost plus 10% markup.

4. INVOICING AND PAYMENT

- 4.1.** Contractor shall submit an invoice to City monthly, in arrears, for payment for services performed the previous month, pursuant to this Agreement.
- 4.2.** Each invoice shall include the task costs for the previous month and shall include sufficient detail for the City to verify that the rates in this agreement were charged.
- 4.3.** City shall review the invoice submitted by Contractor and shall notify Contractor of any discrepancies or deficiencies in said invoice.
- 4.4.** If there are no discrepancies or deficiencies in the submitted invoice and Contractor has submitted all required Certified Payroll, City shall process the invoice for payment.
- 4.5.** If City disputes an expense in an invoice, City may deduct the disputed expense from the payment of that invoice, provided that City submits to Contractor a written explanation of why the expense is being dispute.

EXHIBIT B-1

HOURLY BILLING RATES

Silicon Valley Power – City of Santa Clara
 Millwrights Local 102 – Area #1 MLA
 July 1 2022 - June 30, 2023

Classification	Day Shift			Night Shift		
	Straight Time	Overtime	Double Time	Straight Time	Overtime	Double Time
Supervisor/Quality Management	\$170	\$231	\$291	\$174	\$236	\$298
General Foreman	\$156	\$210	\$263	\$160	\$215	\$270
Working Foreman	\$151	\$201	\$252	\$154	\$206	\$259
Millwright - Journeyman	\$138	\$183	\$227	\$141	\$188	\$234
8th Period Apprentice	\$133	\$176	\$218	\$137	\$181	\$225
7th Period Apprentice	\$130	\$169	\$209	\$132	\$174	\$216
6th Period Apprentice	\$127	\$162	\$200	\$129	\$168	\$208
5th Period Apprentice	\$123	\$156	\$192	\$126	\$161	\$199
4th Period Apprentice	\$109	\$133	\$167	\$111	\$139	\$174
3rd Period Apprentice	\$106	\$128	\$158	\$108	\$132	\$165
2nd Period Apprentice	\$99	\$120	\$144	\$101	\$123	\$151
1st Period Apprentice	\$92	\$112	\$131	\$95	\$115	\$137
Admin / Timekeeper	\$82	\$105	\$127	\$85	\$108	\$132
SMC Shop	\$145	\$185	\$230			

The rates listed above are effective in the following counties: Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano, and Sonoma.

Northern California
 Millwrights Local 102 - Area #4 MLA
 July 1, 2022 – June 30, 2023

Classification	Day Shift			Night Shift		
	Straight Time	Overtime	Double Time	Straight Time	Overtime	Double Time
Supervisor/Quality Management	\$170	\$231	\$291	\$174	\$236	\$298
General Foreman	\$156	\$210	\$263	\$160	\$215	\$270
Working Foreman	\$151	\$201	\$252	\$154	\$206	\$259
Millwright - Journeyman	\$131	\$171	\$212	\$134	\$177	\$219
8th Period Apprentice	\$128	\$165	\$204	\$130	\$170	\$211
7th Period Apprentice	\$125	\$159	\$196	\$127	\$164	\$203
6th Period Apprentice	\$122	\$153	\$188	\$124	\$158	\$195
5th Period Apprentice	\$119	\$147	\$179	\$122	\$152	\$186
4th Period Apprentice	\$105	\$127	\$156	\$107	\$131	\$163
3rd Period Apprentice	\$102	\$123	\$147	\$104	\$126	\$155
2nd Period Apprentice	\$95	\$114	\$134	\$98	\$118	\$141
1st Period Apprentice	\$89	\$107	\$124	\$91	\$110	\$129
Admin / Timekeeper	\$82	\$105	\$127	\$85	\$108	\$132
SMC Shop	\$145	\$185	\$230			

The rates listed above are effective in the following counties: Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, Eastern El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Nevada, Eastern Placer, Plumas, Shasta, Sierra, Siskiyou, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, and Yuba.

EXHIBIT B-2
CHARGES FOR EQUIPMENT
Equipment Rates
July 1, 2022 – June 30, 2023

Equipment	Shift	Daily	Weekly
Service Truck & Tools	\$385		
Flatbed Truck *		\$245	
Crew Cab Truck	\$225		
Tool Trailer		\$425	\$2,125
Flatbed Trailer		\$90	
Welding Machine		\$120	\$600
Laser Alignment Kit		\$415	\$2,075
Laser Bore Alignment Kit		\$870	\$4,350
Laser Internal Alignment Kit		\$870	\$4,350
Hy-Torque Wrench Set		\$395	\$1,975
Turbine Kit		\$395	\$1,975
Wartsila Engine Kit		\$240	\$1,200
Grout Kit		\$80	\$400
FME Cabinet		\$110	\$550
Respirator Cabinet		\$290	\$1,450
Wash Station		\$150	\$750
Rescue Equipment		\$180	\$900
Multi Ton Movers		\$160	\$800
Portable Generator		\$110	\$550
Multi Gas Meter		\$160	\$800
* Flatbed Truck rate plus \$0.45 per mile			

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, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

1. COMMERCIAL GENERAL LIABILITY INSURANCE

- 1.1. 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:

\$5,000,000 Each occurrence
\$5,000,000 General Aggregate
\$5,000,000 Products/Completed Operations Aggregate
\$5,000,000 Personal Injury
\$5,000,000 Project Aggregate

- 1.2. 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.

- 1.3. 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:

- 1.3.1. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
- 1.3.2. There shall be no cross-liability exclusion which precludes coverage for claims or suits by one insured against another; and
- 1.3.3. 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.

2. BUSINESS AUTOMOBILE LIABILITY INSURANCE

- 2.1. 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 five million dollars (\$5,000,000) 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, non-owned and hired autos.

- 2.2.** 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, Contractor and/or its subcontractors involved in such activities shall provide coverage with a limit of two million dollars (\$2,000,000) 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.

3. WORKERS' COMPENSATION

- 3.1.** 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.
- 3.2.** 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).
- 3.3.** 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.

4. POLLUTION LIABILITY

- 4.1.** In the event that this contract involves hazardous or regulated wastes and/or hazardous or regulated materials, Contractor and/or its subcontractors shall provide a Contractor's Pollution Liability Insurance policy with coverage limits not less than two million dollars (\$2,000,000) each claim in connection with the Work performed under this Contract. All activities contemplated in this agreement shall be specifically scheduled on the policy as "covered operations." Any deductible must be declared to and approved by City. Such policy shall cover, at a minimum, liability for bodily injury, damage to and loss of use of property, and clean-up costs arising from sudden, accidental and gradual pollution and remediation in connection with the Work under this Agreement. Contractor will use its best efforts to have the City, Council, officers, employees and volunteers added as additional insureds under this policy. The following provisions shall apply:

- 4.1.1. The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.
- 4.1.2. Products/completed operations coverage shall extend a minimum of three (3) years after project completion.
- 4.1.3. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors.
- 4.1.4. If the insured is using subcontractors the Policy must include work performed "by or on behalf" of the insured.
- 4.1.5. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer.

5. COMPLIANCE WITH REQUIREMENTS

- 5.1. 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.
 - 5.1.1. 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.
 - 5.1.2. 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.
 - 5.1.3. General Aggregate. The general aggregate limits shall apply separately to Contractor's work under this Agreement providing coverage at least as broad as Insurance Services Office (ISO) Endorsement CG 2503, 1985 Edition, or insurer's equivalent (CGL);
 - 5.1.4. Cancellation.

5.1.4.1. 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.

5.1.4.2. 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 nonrenewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

5.1.5. 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 Document 00820.

6. ADDITIONAL INSURANCE RELATED PROVISIONS

6.1. Contractor and City agree as follows:

6.1.1. Requirements of specific insurance coverage features described in this Agreement shall not be construed to be a limitation of liability on the part of Contractor or any of its subcontractors, nor to relieve any of them of any liability or responsibility under the Contract Documents, as a matter of law or otherwise. Such requirements are not intended by any Party to be limited to providing coverage for the vicarious liability of the City or to the supervisory role, if any, of City. All insurance coverage provided pursuant to this Agreement in any way relating to City is intended to apply to the full extent of the policies involved.

6.1.2. Contractor shall maintain all required insurance policies in full force and effect during entire period of performance of the Services under this Agreement of Contract Documents. Contractor shall also keep such insurance in force during warranty and guarantee periods. At time of making application for extension of time, Contractor shall submit evidence that insurance policies will be in effect during requested additional period of time.

6.1.3. City reserves the right, at any time during the term of this Agreement to change the amounts and types of insurance required by giving the Contractor thirty (30) days advance written notice of such change. If

such change results in substantial additional cost to the Contractor, the City will negotiate in good faith additional compensation proportional to the increased benefit to City.

- 6.1.4.** Any type of insurance or any increase of limits of liability not described in this Exhibit which Contractor requires for its own protection or in compliance with applicable statutes or regulations, shall be Contractors' responsibility and at its own expense.
- 6.1.5.** No liability insurance coverage provided by Contractor to comply with the terms of this Agreement shall prohibit Contractor, or Contractor's employees, or agents, from waiving the right of subrogation prior to a loss. Contractor waives its right of subrogation against Indemnitees. Any property insurance policies affected by Contractor shall be endorsed to delete the subrogation condition as to indemnitees or shall specifically allow Contractor to waive subrogation prior to a loss. Contractor hereby waives any right of recovery against the indemnitees and agrees to require any subcontractor to do so.
- 6.1.6.** 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.
- 6.1.7.** Contractor shall cooperate fully with City and Contractor's insurance companies in any safety and accident prevention program and claims handling procedures as established for the performance of Services under this Agreement.
- 6.1.8.** All coverage types and limits required under this Agreement are subject to approval, modification and additional requirements by the City, as the need arises. Contractor shall not make any reductions in scope of coverage which may affect City's protection without City's prior written consent.
- 6.1.9.** For purposes of applying insurance coverage only, all contracts pertaining to the performance of services will be deemed to be executed when finalized and any activity commences in furtherance of performance under this agreement.

- 6.1.10.** Contractor acknowledges and agrees that any actual or alleged failure on the part of City to inform Contractor of non-compliance with any of the insurance requirements set forth in this Agreement in no way imposes any additional obligations on City nor does it waive any of the City's rights under this Agreement or any other regard.
- 6.1.11.** Any provision in this Agreement dealing with the insurance coverage provided pursuant to these requirements, is subordinate to and superseded by the requirements contained herein. These insurance requirements are intended to be separate and distinct from any other provision in this Agreement and are intended by the Parties here to be interpreted as such.
- 6.1.12.** 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.
- 6.1.13.** Contractor agrees to obtain and provide to City evidence of Professional Liability insurance for Architects or Engineers if engaged by Contractor to perform any of the Services required under this Agreement. City shall determine the minimum coverage and policy limits required, after consultation with Contractor.
- 6.1.14.** The City acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. The Contractor's insurance obligations under this Agreement under may be satisfied in whole or in part by adequately funded self-insurance retention, but only after approval from the City Attorney's Office upon satisfactory evidence of financial capacity.
- 6.1.15.** 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.

7. EVIDENCE OF COVERAGE

- 7.1.** 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.

8. EVIDENCE OF COMPLIANCE

- 8.1.** 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 Electric Department
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

9. QUALIFYING INSURERS

- 9.1.** 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 EXHIBIT**

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.

1. PREVAILING WAGE REQUIREMENTS

- 1.1.** 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.
- 1.2.** 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.
- 1.3.** 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.
- 1.4.** 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.
- 1.5.** 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.

- 1.6. 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.
- 1.7. 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)].
- 1.8. 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.
- 1.9. 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.
- 1.10. 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.
- 1.11. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

2. AUDIT RIGHTS

- 2.1. 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.

3. ENFORCEMENT

- 3.1.** 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.
- 3.2.** Based on State funding sources, this project may be subject to special labor compliance requirements of Proposition 84.
- 3.3.** 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.
- 3.4.** 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.