

**AGREEMENT FOR SERVICES  
BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
GEOCON CONSULTANTS, INC.**

**PREAMBLE**

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

**RECITALS**

- A. City desires to secure the services ("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

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance Addendum

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes

and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

**2. TERM OF AGREEMENT**

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on April 1, 2023, and terminate on March 31, 2028. The City reserves the right, at its own sole discretion, to extend the term of this Agreement for up to five (5) additional one-year options through March 31, 2033.

**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 represents that all Services covered shall conform to the specifications and requirements of this Agreement . 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 Services, City may make corrections to those 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**

Maximum Total Compensation – Agreement. The maximum compensation payable by the City to Contractor shall not exceed Two Hundred Fifty Thousand Dollars (\$250,000) for the Services and all associated reimbursable expenses, supplies, materials and equipment. Contractor shall not perform work without an executed amendment to this Agreement in excess of the maximum compensation.

## **7. TERMINATION**

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

## **8. ASSIGNMENT AND SUBCONTRACTING**

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

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

## **9. NO THIRD PARTY BENEFICIARY**

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

## **10. INDEPENDENT CONTRACTOR**

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

## **11. CONFIDENTIALITY OF MATERIAL**

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City,

be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

## **12. OWNERSHIP OF MATERIAL**

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

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

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

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

## **14. HOLD HARMLESS/INDEMNIFICATION**

- A. To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, in any manner arising from, or alleged to arise in whole or in part from, or in any way connected with the Services performed by Contractor pursuant to this Agreement – including claims of any kind by Contractor's employees or persons

contracting with Contractor to perform any portion of the Scope of Services – and shall expressly include passive or active negligence by City connected with the Services. However, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen through the sole active negligence or sole willful misconduct of City; the obligation to defend is not similarly limited.

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

## **15. INSURANCE REQUIREMENTS**

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

## **16. WAIVER**

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

## **17. NOTICES**

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

City of Santa Clara  
Attention: Diana Shiles  
1500 Warburton Avenue  
Santa Clara, CA 95050  
and by e-mail at [dshiles@santaclaraca.gov](mailto:dshiles@santaclaraca.gov)

And to Contractor addressed as follows:

Geocon Consultants, Inc.  
Attention: Shane Rodacker  
6671 Brisa Street, Livermore, CA 94550  
and by e-mail at [rodacker@geoconinc.com](mailto:rodacker@geoconinc.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 the Services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.



**22. GOVERNING LAW AND VENUE**

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

**23. SEVERABILITY CLAUSE**

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

**24. AMENDMENTS**

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

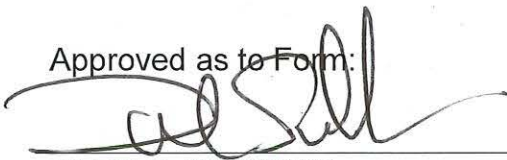
**25. COUNTERPARTS**

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

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

**CITY OF SANTA CLARA, CALIFORNIA**  
a chartered California municipal corporation

Approved as to Form:

  
\_\_\_\_\_  
GLEN R. GOOGINS  
City Attorney

Dated:

6/12/23  
  
\_\_\_\_\_  
JOVAN D. GROGAN  
City Manager  
City of Santa Clara  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax: (408) 241-6771


"CITY"

**GEOCON CONSULTANTS, INC.**  
a California corporation

Dated:

May 31, 2023

By (Signature):  
Name:

  
\_\_\_\_\_  
Shane Rodacker, PE, GE

Digitally signed by Shane Rodacker  
DN: c=US,  
E=rodacker@geoconinc.com,  
CN=SHANE RODACKER  
Date: 2023.05.31 07:47:22-07'00'

Title:	Vice President
Principal Place of Business Address:	6671 Brisa Street, Livermore, CA
Email Address:	rodacker@geoconinc.com
Telephone:	( ) (925) 371-5900
Fax:	( )

"CONTRACTOR"



## **EXHIBIT A SCOPE OF SERVICES**

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

### **SECTION 1. GENERAL**

- 1.1** Contractor shall provide on-call material testing and special inspection services as required for a variety of projects for the City's Electric Department (SVP).
- 1.2** Contractor shall perform the Services in accordance with the latest project specifications, SVP standard document, and other generally recognized standards. Any deviations must be approved in writing by SVP.

### **SECTION 2. SERVICES TO BE PERFORMED**

This section and Appendix A1 provide a general description of the Services that will be required by the City under this agreement. The actual Services to be performed for each project will be further described in the Work Request and in Contractor's Proposal, pursuant to the work authorization process outlined in SECTION 6.

#### **2.1 Materials Testing**

- 2.1.1** Obtain samples of materials at construction sites or material supplier locations and transport materials to testing laboratory.
- 2.1.2** Sample materials in accordance with applicable standards.
- 2.1.3** Perform laboratory analysis and testing of materials (in accordance with applicable standards) to determine material characteristics.
- 2.1.4** Develop reports summarizing the results of laboratory analysis and testing.
- 2.1.5** Report on analysis of compliance of materials with relevant plans and specifications and conclude if material is compliant or non-compliant.
- 2.1.6** Review construction material submittals for conformance with plans and specifications.
- 2.1.7** Observe and verify materials at construction sites conform to plans and specifications.
- 2.1.8** Perform testing of in-place materials.
- 2.1.9** Conduct material plant inspections and review plant quality control procedures.

## **2.2 Special Inspections**

- 2.2.1** Provide special inspections and testing per Chapter 17 of the 2016 California Building Code (CBC) or such other code version applicable to the project.
- 2.2.2** Observe the construction work for conformance with the approved design drawings and specifications, and applicable workmanship provisions of the CBC.
- 2.2.3** Perform special inspections on a continuous basis meaning that the special inspector shall be on site in the general area at all times observing the work requiring special inspection. Periodic inspections may be approved by the City based on a separate written plan reviewed and approved by the City and/or Engineer-of-Record.
- 2.2.4** Coordinate and/or perform the required testing. Ensure only approved testing agencies sample, transport and test materials.
- 2.2.5** Bring non-conforming items to the immediate attention of the Contractor and note in a daily report. If any such item is not resolved in a timely manner or is about to be incorporated into the work, notify the City immediately by telephone or in person, the City's designated representative, and the Engineer-of-Record.
- 2.2.6** Furnish weekly reports of inspections directly to the City, Engineer-of-Record, City's designated representative, and others as designated. The weekly reports are to include the following:
  - 2.2.6.1** Description of inspections made with locations.
  - 2.2.6.2** List of all non-conforming items.
  - 2.2.6.3** Indication of how non-conforming items were resolved or indicate unresolved items as applicable.
  - 2.2.6.4** Itemize changes authorized by Engineer-of-Record or City representative if not included in non-conformance items.
- 2.2.7** Ensure that an adequate number of pre-qualified inspection personnel are on the project, based on the intensity of activities, quality of work being performed and the various operations occurring.
- 2.2.8** Submit a final signed report to the City project representative and/or City Project Manager stating that all items requiring special inspection were fulfilled and reported and, to the best of the inspector's knowledge, in conformance with the approved design drawings, specifications, approved change orders and the applicable workmanship provisions of

the CBC. Items not in conformance, unresolved items or any discrepancies in inspection coverage (i.e.: missed inspections, period inspections when continuous was required, etc.) shall be specifically itemized in this report. The report shall be stamped and signed by a licensed Civil Engineer.

## **SECTION 3. REPORTS**

### **3.1 Inspection Reports**

The inspector of record and special inspector shall furnish inspection reports to the SVP onsite representatives and the Engineer-of-Record. Reports shall indicate if the work inspected was completed in conformance to approved construction documents. Contractor shall immediately bring any discrepancies to the attention of the SVP onsite representatives and construction contractor for correction. If the discrepancies are not corrected by the construction contractor, Contractor shall report the discrepancies to the SVP onsite representatives and **to the Engineer-of-Record prior to the completion of that phase of work.**

### **3.2 Test Plan**

Contractor shall submit a proposed test plan including a list of equipment to be used for performing the special inspections for SVP's approval prior to beginning any testing.

### **3.3 Written Records**

Contractor shall maintain a written record of all tests showing at a minimum the following information:

- 3.3.1** Unique report identification number
- 3.3.2** Date
- 3.3.3** Project name
- 3.3.4** Personnel performing the test
- 3.3.5** Equipment or material tested, and results
- 3.3.6** Location of test
- 3.3.7** Brief description
- 3.3.8** Detailed description
- 3.3.9** Plan or specification reference
- 3.3.10** Photos

### **3.4 Test Reports**

Contractor shall submit weekly test reports to the City in electronic and paper formats. The City will not approve any request for payments until receipt of such reports.

### **3.5 Final Test Reports**

Contractor shall submit signed copies of the final test report to SVP for approval. The final test report must contain a table of contents, summary of testing results, an index, and a statement that all inspection items have passed. The report must be submitted in electronic format (PDF or Microsoft Word) and one (1) hard copy. The City will not approve final payment until receipt of the final test report.

### **3.6 Summary Reports**

Contractor shall submit a Summary Report at least once a week. The report should contain the following information:

- 3.6.1** Unique report identification number
- 3.6.2** Date
- 3.6.3** Project name
- 3.6.4** Personnel making the test
- 3.6.5** Equipment or material tested, and results
- 3.6.6** Location of test
- 3.6.7** Brief description
- 3.6.8** Any additional information that may be requested by SVP

## **SECTION 4. COMPLETION OF WORK**

All Services shall be completed in a timely, efficient manner as provided in the applicable Purchase Order / Emergency Work Order.

## **SECTION 5. HOURS AND DAYS OF SERVICE**

Contractor will generally perform the required Services during regular business hours which is between 7:00 AM - 7:00 PM PST/PDT, Monday through Friday. SVP will, at its discretion, allow access during non-business hours when required.

## **SECTION 6. WORK AUTHORIZATION PROCESS**

Contractor acknowledges that Contractor is one of two firms selected to perform On-Call Civil Material Testing and Special Inspection Services, pursuant to two separate agreements (collectively, the "On-Call Civil Material Testing and Special Inspection Services Agreements"). Actual work will be assigned as set forth below.

### **6.1 Non-Emergency Work**

- 6.1.1** When services are required, SVP will notify one or more contractors under contract for On-Call Civil Material Testing and Special Inspection Services to provide a proposal for the work. SVP will provide a description of the work required, the basis of the award, the deadline for response, and any other relevant information (Work Request).
- 6.1.2** Contractor shall prepare and submit a proposal (Proposal) for each Work Request that includes:
  - 6.1.2.1** A work plan that includes a detailed description by task of the Services to be performed.
  - 6.1.2.2** A project timeline/schedule with discussion on any activities that may impact the project timeline/schedule.
  - 6.1.2.3** A list of Contractor's personnel and subcontractors including subcontractor Department of Industrial Relations (DIR) number where required.
  - 6.1.2.4** Any required drawings or documents.
  - 6.1.2.5** A list of City responsibilities.
  - 6.1.2.6** An itemized cost proposal showing:
    - 6.1.2.6.1** Hours and hourly rates by position as listed in Appendix B1 for both Contractor and subcontractor personnel if applicable. Indicate labor subject to prevailing wage requirements.
    - 6.1.2.6.2** Parts/materials
    - 6.1.2.6.3** Laboratory fees
    - 6.1.2.6.4** Rental and/or specialty equipment
    - 6.1.2.6.5** Reimbursable/Out-of-Pocket expenses, in accordance with the limitations set forth in Exhibit B.
    - 6.1.2.6.6** Any additional costs

**6.1.2.6.7** Estimated total amount (indicate if basis is fixed fee or time-and-materials)

**6.1.2.6.8** Payment schedule (if a fixed fee, payments must be tied to successful completion of milestones/deliverables)

**6.1.3** 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 (a Purchase Order shall be attached to the Work Authorization). The Work Authorization shall be incorporated into the Agreement and shall form part of the Services.

**6.1.4** 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 the Services (Work Authorization). The Work Authorization shall be incorporated into the Agreement and shall form part of the Services.

**6.1.5** Except in the case of emergency work which shall follow the process in Section 6.2., at no time shall Contractor begin work without a Work Authorization

**6.1.6** Work 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). City shall not be required to pay a deposit or any other form of pre-payment prior to the Contractor beginning work.

## **6.2 Emergency Work**

**6.2.1** An Emergency Work Authorization should be utilized only in instances of a threat to public health or safety, loss of or damage to property, or serious disruption to essential services. An emergency is defined as an unforeseen event, circumstance, or combination of circumstances that the City reasonably determines to require immediate action.

**6.2.2** An Emergency Work Authorization, which does not need to be in writing, may only be authorized by the Assistant Director of the Electric Utility, Electric Utility Chief Operating Officer, or Chief Electric Utility Officer through an email; provided that, if that is not possible a verbal authorization may be made. Such verbal authorizations will be confirmed

by the City in writing within three business days. 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 and shall also include any completed work. The City will issue a written Emergency Work Authorization (with an attached Purchase Order as soon as reasonably practicable and will memorialize the services performed and such Work Authorization shall be incorporated into the Agreement.

- 6.3** Contractor shall not initiate any additional services which will extend past the term in Section 2 of the Agreement or exceed the maximum compensation in Section 6 of the Agreement.

## **SECTION 7. APPLICABLE LAWS AND REGULATIONS**

- 7.1** Contractor shall be informed of and comply with all applicable present and future federal, state, and local regulations, ordinances and codes.
- 7.2** Where any applicable laws or ordinances conflict with the City's requirements, the more stringent requirement(s) shall be followed. Contractor's failure to be thoroughly familiarized with the provisions of any applicable federal, state, and local regulations, ordinances and codes shall not relieve Contractor from compliance with the obligations and penalties resulting therefrom.

## **SECTION 8. PERMITS AND LICENSES**

Contractor shall obtain, maintain, and pay for all licenses, permits, and certificates required by any statute, ordinance, rule, or regulation.

## **SECTION 9. WORK AREA**

- 9.1** Contractor shall ensure that the work site is free from all surplus materials, waste materials, debris, spills, dirt and rubbish caused by Contractor's performance of the Services. Upon completion of the scheduled Services or at the end of each day, whichever comes first, Contractor shall ensure the work area is in a clean safe condition. The City shall be the sole judge as to the adequacy of the cleanup.
- 9.2** Contractor shall follow all directions of City with regard to clean-up both during the course of and upon completion of the Services. If Contractor fails to clean up the work area within forty-eight hours (48) after demand by the City, City may charge Contractor for any costs of clean-up or other work required to adequately protect the SVP's electrical or other facilities or to restore work area to a safe condition. City may invoice Contractor or deduct costs from Contractor's invoice at City's sole discretion.



## **SECTION 10. CONTRACTOR'S EQUIPMENT, TOOLS, AND MATERIALS**

- 10.1** All equipment, tools (including any specialty tooling), and materials required for the execution of the Services shall be provided by Contractor. City will not loan tools or equipment to Contractor. Neither the Contractor nor its workers shall attempt to borrow tools or other materials from SVP personnel.
- 10.2** Tools and equipment shall be kept in proper operating condition and used only for the purpose for which they were designed. SVP reserves the right to suspend Services if improper tools or equipment are being used or operated.
- 10.3** Tools and equipment shall be safely stored overnight under lock and key. Loss of any tools or equipment shall be reported immediately to SVP.
- 10.4** All vehicles, equipment, and ladders shall be secured when not in use. Keys shall not be left in any vehicles or equipment when not in use. SVP will not be responsible for the loss of tools, equipment, or materials.

## **SECTION 11. DISPOSAL OF WASTE & SCRAPS**

- 11.1** All wastes generated or encountered in the performance of Services must be managed in accordance with all applicable local, State, and federal regulations and laws. Unless otherwise specified in the applicable Work Authorization, Contractor is solely responsible for arranging and implementing the proper handling, management, storage, transport, and disposal of all wastes including any hazardous materials.
- 11.2** Contractor shall provide the City with a written report of all disposal of materials within twenty-four (24) hours of disposal unless a shorter timeline is required by local, state, and/or federal regulations.
- 11.3** Contractor shall recycle all material scraps, and credit the value to the City.

## **SECTION 12. SAFETY**

- 12.1** Safety must always be the top priority. Contractor must take all necessary precautions for the safety of all persons on the work site. Contractor must erect and properly maintain at all times, as required by the conditions and progress of the Services, all necessary safeguards for the protection of all persons and the public including posting danger signs and warnings against known or unusual hazards.
- 12.2** Contractor's employees (including any subcontractors) shall utilize appropriate Personal Protective Equipment (PPE) and Fire Resistant (FR) clothing, as required. Any required PPE and FR clothing shall be provided at the expense of Contractor.

## **SECTION 13. INJURY/PROPERTY DAMAGE**

Contractor shall notify the City immediately in the event of an injury or property damage that occurs during the performance of the Services. Contractor shall investigate the reported injury or damage upon request from SVP and provide SVP with regular updates including all accident reports until the investigation is resolved. SVP reserves the right to perform its own investigation. Should SVP choose to conduct its own investigation, Contractor shall assist as required.

## **SECTION 14. CONTRACTOR PERSONNEL**

### **14.1 Project Manager/On-Site Supervisor**

Contractor must designate one (1) Project Manager or On-Site Supervisor to communicate with the City during the performance of Services. The Project Manager/On-Site Supervisor is the designated point of contact for the City to communicate work tasks and receive feedback. The Project Manager/On-Site Supervisor must be capable of communicating effectively with SVP staff.

### **14.2 Staffing**

- 14.2.1** Contractor shall be responsible for its employees' professional and technical competence and will select appropriate individuals who are qualified, certified, and/or licensed to perform the assigned task.
- 14.2.2** Contractor shall ensure its employees and any subcontractors supply proper identification when requested by the City.
- 14.2.3** Contractor shall inform SVP immediately of any change in key personnel assigned to this agreement. Contractor shall submit the resumes and other qualifications of the proposed replacement employee(s) to SVP for review and approval.

### **14.3 Employee Training**

- 14.3.1** At Contractor's sole cost and expense, Contractor shall provide recurring, periodic (no less than annual) training to its employees (including subcontractors) appropriate to the duties and responsibilities of each employee.
- 14.3.2** It is essential that all employees be thoroughly trained and familiar with the equipment and procedures to be followed.
- 14.3.3** Training shall follow Contractor's standard policies and procedures and shall be in compliance with all applicable federal, state, and local laws, including but not limited to safety and injury prevention training requirements contained in the OSHA standards.

**14.3.4** Contractor shall be familiar with SVP's operating standards. All employees are required to watch SVP's safety video once per calendar year or prior to the commencement of the Services.

**14.3.5** At the City's request, Contractor shall submit copies of training records for its employees.

#### **14.4 Standards of Conduct**

**14.4.1** Contractor shall be solely responsible for its employees while on or about the work site, including but not limited to, maintaining discipline, ensuring standards of conduct are adhered to, and enforcing safety policies, procedures, and orders. Contractor shall ensure that while on or about the work site, its employees do not:

**14.4.1.1** Display a discourteous, abrupt, abrasive, or belligerent attitude.

**14.4.1.2** Possess or use alcohol, narcotics, firearms, or illegal drugs.

**14.4.1.3** Use any prescribed or over-the-counter medications which can potentially impair the employee's ability to perform the Services safely.

**14.4.1.4** Present or identify themselves as employees of the City of Santa Clara.

**14.4.1.5** Have firearms, narcotics, drugs, intoxicants, or other restricted materials.

**14.4.2** The City reserves the right, at its sole discretion, to refuse the Services of any particular Contractor employee. In such case, Contractor shall immediately remove the said employee and provide a replacement. Contractor shall determine appropriate disciplinary actions in accordance with its own policy, a copy of which may be requested by the City at any time.

**14.4.3** In the event that a complaint is made against a Contractor employee, Contractor shall notify the City immediately and provide a written explanation detailing how the situation was resolved.

#### **SECTION 15. E-BUILDER**

**15.1** When required by City, Contractor shall use utilize e-Builder for the submission of data and documents throughout the term of this agreement.

**15.2** 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.

- 15.3** 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 to the e-Builder User Training Guide. The City reserves the right to limit the licenses issued to Contractor in the future.
- 15.4** 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.
- 15.5** e-Builder is a web-based environment and therefore it is subject to the inherent speed and connectivity limitations of the Internet. 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 with the usage of e-Builder including, but not limited to slow response time, downtime 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 the usage of e-Builder be grounds for a time extension or cost adjustment to the Contract.
- 15.6** 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.
- 15.7** Contractor is responsible for managing, tracking, and documenting the Services 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 a validation of the Contractor's submitted information.
- 15.8** 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.
- 15.9** 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 website and shall be responsible for the validity of the 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:

- 15.9.1** Correspondence
  - 15.9.2** Meeting Minutes
  - 15.9.3** Submittals and Shop Drawings
  - 15.9.4** Product Data, reports, certifications, etc. must be submitted in PDF. (If a sample can be scanned, it is requested that a scanned PDF copy be submitted with the sample.
  - 15.9.5** Requests for Information (RFI's)
  - 15.9.6** Submittals and Shop Drawings
  - 15.9.7** Change Order requests and documentation, including record copies of change orders, proposals, and modifications.
  - 15.9.8** Pay Applications
  - 15.9.9** "Official" correspondence (such as letters) including informal correspondence, such as email.
  - 15.9.10** Pre-Task Plans (PTPs)
  - 15.9.11** Daily Construction Reports and other Daily Reports including Contractor Quality Control (CQC) Reports
  - 15.9.12** All official reports, such as Commissioning reports
  - 15.9.13** Notices and Claims
  - 15.9.14** Operations and Maintenance Manuals
  - 15.9.15** All Close-out documents, and
  - 15.9.16** All testing results
- 15.10** 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, and authorities with the jurisdiction (including funding agencies or representatives) on demand.
- 15.11** 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.

## **APPENDIX A-1 TYPES OF MATERIALS TESTING AND INSPECTION SERVICES**

Appendix A-1 lists the types of material testing and inspection services that may be required. Not all testing listed herein will be required for all projects. Other additional activities may be required by SVP than shown in this Appendix.

### **SECTION 1. NATIVE SOIL - SUBGRADE**

- 1.1** Field sampling
- 1.2** Laboratory testing, American Society for Testing and Material (ASTM) ASTM D 1557
- 1.3** Field compaction testing
- 1.4** Moisture Content
- 1.5** Unit Weight
- 1.6** Maximum Density/Optimum Moisture
- 1.7** Relative Compaction

### **SECTION 2. TRENCH BACKFILL**

- 2.1** Field sampling of sand
- 2.2** Laboratory testing ASTM D 1557
- 2.3** Field compaction testing

### **SECTION 3. BASE ROCK**

- 3.1** Stockpile sampling
- 3.2** Laboratory testing ASTM D 1557
- 3.3** Field compaction testing

### **SECTION 4. AGGREGATES**

- 4.1** Sieve Analysis
- 4.2** Unit Weight and Voids
- 4.3** Soundness
- 4.4** Abrasion Resistance

**4.5** Sand Equivalent

**4.6** Durability

**4.7** Cleanness

## **SECTION 5. CONCRETE FIELD**

**5.1** Concrete placement inspection

**5.2** Concrete sampling

**5.3** Reinforcing steel inspection

**5.4** Non-shrink grout placement

**5.5** Non-shrink grout sampling

**5.6** Pier drilling and concrete placement inspection

**5.7** Slump

## **SECTION 6. CONCRETE LAB**

**6.1** Field sample pick-up

**6.2** Concrete compression ASTM C 39

**6.3** Non-shrink grout compression ASTM C 1090

**6.4** Unit Weight and Voids

**6.5** Air Content

**6.6** Compressive Strength (cylinders)

**6.7** Compressive Strength (cores)

**6.8** Flexural Strength (beams)

## **SECTION 7. REINFORCING STEEL**

**7.1** Tensile & Bend

**7.2** Inspection of Placement

**7.3** Inspection of Welding



## **SECTION 8. MASONRY FIELD**

- 8.1** Full time placement inspection
- 8.2** Reinforcing steel inspection
- 8.3** Grout placement inspection
- 8.4** Grout sampling
- 8.5** Mortar sampling
- 8.6** Masonry block sampling

## **SECTION 9. MASONRY LAB**

- 9.1** Grout prism- compression test ASTM C 1019
- 9.2** Masonry composite prism compression test ASTM C 1314
- 9.3** Mortar compression test ASTM C 780

## **SECTION 10. ASPHALT FIELD**

- 10.1** Asphalt placement inspection
- 10.2** Asphalt field sampling
- 10.3** Field compaction testing

## **SECTION 11. ASPHALT LAB**

- 11.1** Bulk Sp. Gravity – density
- 11.2** Hveem compaction- Plant mix
- 11.3** Hveem test max. density
- 11.4** Relative Compaction
- 11.5** Stability and Flow
- 11.6** Stabilometer
- 11.7** Core Thickness
- 11.8** Asphalt Extraction
- 11.9** Asphalt Binder Content

## **SECTION 12. CONCRETE ANCHORS**

**12.1** Anchor/dowel installation inspection

**12.2** Proof load testing inspection

## **SECTION 13. STRUCTURAL STEEL**

**13.1** Field AL bus welding inspection

**13.2** Embed plate welding of bldg. and transformers

**13.3** Field weld ultrasonic inspection

**13.4** Sample & Test (list specific members below)

**13.5** Shop Identification & Welding Inspection

**13.6** Shop Ultrasonic Inspection

**13.7** Shop Radiography

**13.8** Field Welding Inspection

**13.9** Field Bolting Inspection

**13.10** Field Ultrasonic Inspection

**13.11** Field Radiography

## **SECTION 14. GEOTECHNICAL**

Perform compaction testing per the following **Caltrans Standard Specifications**:

**14.1** Earthwork - Section 19

## **SECTION 15. CONCRETE**

<b>Verification and Inspection</b>	<b>Continuous</b>	<b>Periodic</b>	<b>Referenced Standard</b>	<b>CBC Reference</b>
1. Inspection of reinforcing steel, including pre-stressing tendons and placement.	---	x	American Concrete Institute (ACI) ACI 31B: 3.5, 7.1-7.7	1913.4
2. Inspect bolts to be installed in concrete prior to and during placement of concrete where allowable loads have been increased.	X	---	---	1911.5

3. Verifying use of required design mix.	---	X	ACI 318: Ch.4, 5.2-5.4	1904.2.2, 1913.2, 1913.3
4. At the time fresh concrete is sampled to fabricate specimens for strength tests, perform slump and air content tests, and determine the temperature of the concrete.	X	---	ASTM C172 ASTM C31, ASTM C94 ACI 318: 5.6 5.8 ACI 336.1 (drilled piers)	1913.10
5. Verification of concrete strength, three cylinders from point of truck discharge for each 150 cy of concrete placed (5 cylinders min). But at least three of each 5000 sf of wall or formed slab, additional tests if concrete properties appear to have changed.	---	X	ACI 318: 5.6, 6.2 (shore/form removed)	---
6. Inspect formwork for shape, location and dimensions of the concrete member being formed.	---	X	ACI 318: 6.1.1	---

**15.1** Concrete pre-placement Inspection: Concrete shall not be placed until the forms and reinforcement have been inspected, all preparations for the placement have been completed, and the preparations have been checked by the inspector of record and special inspector, all subject to the observation of the structural engineer.

## **SECTION 16. MASONRY**

**16.1** Engineered masonry in Occupancy Category II, III, or IV. The minimum special inspection program for masonry designed by Section 2107 or 2108, or by chapters other than Chapter 6 of ACI 530/ American Society of Civil Engineers (ASCE) ASCE 5/ The Masonry Society (TMS) TMS 402 in structures classified as Occupancy Category II, III, or IV, in accordance with Section 1604.5, shall comply with Table M1.

**TABLE M1**

INSPECTION TASK	FREQUENCY INSPECTION		REFERENCE FOR CRITERIA		
	CONTINUOUS DURING TASK LISTED	PERIODICALLY DURING TASK LISTED	CBC SECTION	ACI 530/ASCE 5/TMS 402a	ACI 530.1/ASCE 6/TMS 602a
1. As masonry construction begins, the following shall be verified to ensure compliance:					
a. Proportion of site-prepared mortar.	---	X	---	---	Art. 2.6A
b. Construction of mortar joints	---	X	---	---	Art. 3.3B
c. Location of reinforcement	---	X	---	---	Art. 3.4, 3.6A
2. The inspection of program shall verify:					
a. Size and location of structural elements.	---	X	---	---	Art. 3.3G
b. Specified size, grade and type of reinforcement	---	X	---	Sec. 1.13	Art. 2.4, 3.4
3. Prior to grouting, the following shall be verified to ensure compliance:					
a. Grout space is clean.	---	X	---	---	Art. 3.2D
b. Placement of reinforcement.	---	X	---	Sec. 1.13	Art. 3.4
c. Proportion of site-prepared grout.	---	X	---	---	Art. 2.6B
d. Construction of mortar joints.		X	---	---	Art. 3.3B
4. Grout placement shall be verified to ensure compliance with code and construction document provisions.	X	---	---	---	Art. 3.5

INSPECTION TASK	FREQUENCY INSPECTION		REFERENCE FOR CRITERIA		
	CONTINUOUS DURING TASK LISTED	PERIODICALLY DURING TASK LISTED	CBC SECTION	ACI 530/ASCE 5/TMS 402a	ACI 530.1/ASCE 6/TMS 602a
5. Preparation of any required grout specimens, mortar specimens and/or prisms shall be observed	X	---	Sec. 2105.2, 2105.3	---	Art. 1.4
6. Test 3 prisms prior to construction and 3 prisms for each 5000 sf during construction.	---	X	Sec. 2105.2.2, 2105.3	---	Art. 1.4
7. Compliance with required inspection provisions of the construction documents and the approved submittals shall be verified.	---	X	---	---	Art. 1.5

Non-shrink/ expansive grout. The special inspector shall take test specimens and continuously inspect the placement of non-shrink/ expansive grout.

#### SECTION 17. STRUCTURAL STEEL

VERIFICATION AND INSPECTION	CONTINUOUS	PERIODIC	REFERENCE STANDARD	CBC REFERENCE
1. Material verification of high-strength bolts, nuts and washers.				
a. Identification markings to conform to ASTM standards as specified in the approved construction documents.	--	X	Applicable ASTM material specifications: American Institute of Steel Construction (AISC) AISC	--

			360, Section A3.3	
2. Inspection of high-strength bolting:			AISC 360, Section M2.5 specification for structural joints using ASTM A325 or A490 bolts, 2004 Section 9	1704.3.3
a. Bearing-type connections	--	X		
b. Slip-critical connections				
3. Material verification of structural steel:				
a. Identification markings to conform to AWS specification in the approved construction documents	--	--	ASTM A6 or ASTM A568	1708.4
b. Manufacturers' certified mill test reports	--	--	ASTM A6 or ASTM A568	
4. Material verification of weld filler materials:				
a. Identification markings to confirm ASTM specification in the approved construction documents.	---	X	AISC 360, Section A3.5	---
b. Manufacturer's certification of compliance required.	---	X	---	---
5. Inspection welding:				
a. structural steel:				
1) Complete and partial penetration groove welds	X	---	AWS D1.1	1704.3.1
2) Multipass fillet welds/	X	---		
3) Single-pass fillet welds > 5/16"	X	---		

4) Single-pass fillet welds $\leq 5/16"$	---	X		

- 17.1 Details** The inspector shall perform an inspection of the steel frame to verify compliance with the details shown on the approved construction documents, such as bracing, stiffening, member locations and proper application of joint details at each connection.
- 17.2 Inspection of shop fabrication:** Inspection of shop fabrication shall be required for significant structural detailed connection and fabrication work as directed by the enforcement agency. This inspection shall be made by a qualified inspector approved by the enforcement agency. The inspector shall furnish the structural engineer and the enforcement agency with a report that the materials and workmanship conform to the approved plans and specifications.
- 17.3 High-strength bolts** Installation of high-strength bolts shall be periodically inspected in accordance with AISC specifications.
- 17.4 General:** While the work is in process, the special inspector shall determine that the requirements for bolts, nuts, washers and paint; bolted parts and installation and tightening in such standards are met. For bolts requiring pre-tensioning, the special inspector shall observe the pre-installation testing and calibration procedures when such procedures are required by the installation method or by project plans or specification; determine that all plies of connected materials have been drawn together and properly snugged and monitor the installation of bolts to verify that the selected procedure for installation is properly used to tighten bolts. For joints required to be tightened only to the snug-tight condition, the special inspector need only verify that the connected materials have been drawn together and properly snugged.
- 17.5 Periodic monitoring:** Monitoring of bolt installation for pre-tensioning is permitted to be performed on a periodic basis when using the turn-of-nut method with matchmarking techniques, the direct tension indicator method or the alternate design fastener (twist-off-bolt) method. Joints designated as snug tight need be inspected only on a periodic basis.

## SECTION 18. WELDING

- 18.1 Welding:** Welding inspection shall be in compliance with American Welding Society (AWS) AWS D1.1. The basis for welding inspector qualification shall be AWS D1.1.
- 18.2 Inspection of welding:** Inspection of all shop and field-welding operations including the installation of automatic end-welded stud shear connectors shall be made by a qualified welding inspector approved by the enforcement agency. Such inspector shall be a person trained and thoroughly experienced in inspecting welding operations. The inspector's ability to distinguish between sound and unsound



welding shall be reliably established. The minimum requirements for a qualified inspector shall be as those for an AWS-certified welding inspector (CWI), as defined in the provisions of the AWS QC1. All welding inspectors shall be as approved by the enforcement agency.

- 18.3** The ability of each welder to produce sound welds of all types required by the work shall be established by welder qualification satisfactory to the enforcement agency.
- 18.4** Welding inspections of structural welding shall conform to the requirements of AWS D1.1, except as modified by this section.
- 18.5** Welding inspection of cold-formed steel members shall conform to the requirements of AWS D1.3.
- 18.6** The welding inspector shall make a systematic record of all welds. This record shall include in addition to other required records:
  - 18.6.1** Identification marks of welders.
  - 18.6.2** List of defective welds.
  - 18.6.3** Manner of correction of defects.
- 18.7** The welding inspector shall check the material, equipment, details of construction and procedure. The inspector shall also check the ability of the welder. The inspector shall verify that the installation procedure for automatic end-welded stud shear connectors is in accordance with the requirements of AWS D1.1 and the approved plans and specifications. The inspector shall furnish the structural engineer and the enforcement agency with a verified report that the welding is proper and has been done in conformity with AWS D1.1 and the approved plans and specifications. The inspector shall use all means necessary to determine the quality of the weld. The inspector may use gamma ray, magnaflux, trepanning, sonic or any other aid to visual inspection which the inspector may deem necessary to be assured of the adequacy of the welding.

## **SECTION 19. ASPHALT**

Perform compaction testing per the following Caltrans Standard Specifications:

- 19.1** Asphalt Base - Section 26
- 19.2** Hot Mix Asphalt - Section 39.

**EXHIBIT B  
SCHEDULE OF FEES**

**SECTION 1. MAXIMUM COMPENSATION**

For the maximum compensation payable to Contractor under this Agreement, refer to Section 6 (Maximum Compensation) in the main body of this Agreement.

**SECTION 2. RATES**

Compensation under each Work Authorization shall be in accordance with the rates set forth herein.

- 2.1 Rates.** Rates listed in Appendix B1 (Rate Sheet) are fully burdened and will remain fixed for the first two (2) years of the Agreement.
- 2.2 Rate Increase.** Contractor shall notify the City ninety (90) days in advance of any proposed rate increase. Rates may be negotiated no more than once annually. City approval or denial of the requested rate adjustment will be provided in writing (e-mail acceptable). Contractor shall provide justification if requested by City. Once accepted, such rates shall be incorporated into the agreement by reference.
- 2.3 Reimbursable Expenses.** Any and all reimbursable expenses shall be set forth in the Work Authorization or Emergency Work Authorization. Any such 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. Any reimbursement to the Contractor is limited to the expenses set forth below in the Reimbursable Expense Schedule

<b>Reimbursable Expense Schedule</b>		<b>Mark Up</b>
1.	The cost of mailing, shipping and/or delivery of any documents or materials.	No Markup
2.	The cost of photographing, printing, reproducing and/or copying any documents or materials.	No Markup
3.	Charges for outside services (including subcontractor fees, equipment, materials, and facilities not furnished directly by Contractor to the extent the City has preapproved, in writing, the cost of such services.	Not to exceed 15%
4.	Other reimbursable expenses with prior written approval from the City	No Markup
5.	Allowable mileage will be charged at the prevailing IRS rate per mile.	No Markup

Reimbursable Expense Schedule		Mark Up
6.	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). <a href="https://www.gsa.gov/travel-resources">https://www.gsa.gov/travel-resources</a> . Airfare or rental car, where applicable shall be at economy rates.	No Markup

### SECTION 3. PAYMENT PROVISIONS

- 3.1 Time and Materials.** Contractor shall provide an invoice to the City on a monthly basis for services completed in the immediately preceding month. The invoice must include the following information:
- 3.1.1** Invoice Number, Work Authorization/Purchase Order Number, and Invoice Period.
  - 3.1.2** Current amount due with a time and materials breakdown: titles, hours, hourly rates, and any City approved reimbursable expenses itemized with supporting documentation.
- 3.2 Pre-Payment.** City shall not be required to pay a deposit or any other form of pre-payment prior to Contractor beginning work.
- 3.3 Payment Limited to Satisfactory Work.** Contractor is not entitled to any payments until the City concludes that the services and/or any furnished deliverables have been satisfactorily performed.
- 3.4 Recalculation.** The City may recalculate and pay invoices based on the rates established in this Agreement.
- 3.5 Disputed Invoices.** If the City in good faith disputes any portion of an invoice, the City shall pay the undisputed portion of the invoice and submit written notice to Contractor regarding the disputed amount. The notice shall include documentation supporting the disputed amount.
- 3.6 Payment.** 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.

## APPENDIX B1 RATE SHEET

### Professional Services

Engineering Assistant/Laboratory Technician .....	\$85/hr.
Engineering Field Technician/Special Inspector I .....	85/125(PW)* /hr.
Engineering Field Technician/Special Inspector II .....	95/135(PW)* /hr.
Engineering Field Technician/Special Inspector III/Equipment Operator .....	105/145(PW)* /hr.
Word Processor/Technical Editor/Draftsman.....	85/hr.
Research Assistant/Technical Illustrator/Senior Draftsman.....	100/hr.
Project Coordinator/GIS Specialist.....	110/hr.
Staff Engineer/Geologist/Scientist/Field Supervisor.....	125/hr.
Senior Staff Engineer/Geologist/Scientist.....	135/hr.
Project Engineer/Geologist/Scientist/Construction Supervisor .....	145/hr.
Senior Project Engineer/Geologist/Scientist.....	160/hr.
Senior Engineer/Geologist/Scientist/Certified Industrial Hygienist.....	175/hr.
Associate Engineer/Geologist/Scientist .....	200/hr.
Principal Engineer/Geologist/Scientist/Litigation Support.....	240/hr.
Deposition or Court Appearance .....	400/hr.
Attorney Fees (General) .....	350/hr.
Overtime (>8 to 12 hrs.), Saturday, and Night Rate.....	1.5X Regular Hourly Rate
Overtime (>12 hrs.), Sunday, and Holiday Rate .....	2X Regular Hourly Rate
Minimum Professional Fee .....	\$500/Project
Minimum Field Services Fee (per day or call-out).....	4 Hours

\*Prevailing Wage (PW) per requirements of California Labor Code §720, et. Seq.

### Equipment & Analytical Tests

Nuclear Gauge.....	Included in Technician Hourly Rate	Level D PPE/Decon Rinse Equipment .....	\$50/day
Pick-up Truck .....	\$125/day	pH/Conductivity/Temperature Meter .....	60/day
Equipment Truck .....	200/day	55-gallon drum .....	65/ea.
Direct-Push Rig/Operator .....	185/225(PW)* /hr.	TPHg (EPA 8015M) .....	90/ea.
Direct-Push Sample Liner .....	10/ea.	TPHd/mo (EPA 8015M) .....	80/ea.
Equipment Trailer.....	100/day	Fuel Oxygenate Compounds (EPA 8260B) .....	110/ea.
Wenner 4-Pin Earth Resistivity Meter.....	150/day	Volatile Organic Compounds (EPA 8260B).....	150/ea.
Coring Machine (concrete, asphalt, masonry).....	200/day	Semi-Volatile Organic Compounds (EPA 8270) .....	300/ea.
Dynamic Cone Penetrometer.....	250/day	CAM 17 Metals (EPA 6010B) .....	170/ea.
Dilatometer (DMT) Test Equipment.....	800/day	Single Metal (EPA 6010B) .....	30/ea.
Generator or Air Compressor .....	150/day	STLC or TCLP Extraction .....	75/ea.
GPS Unit.....	160/day	Soil pH (EPA 9045C) .....	25/ea.
Drive-Tube Sampler or Hand-Auger .....	50/day	Organochlorine Pesticides (EPA 8081).....	125/ea.
Soil Sample Tube (Brass or Stainless) .....	10/ea.	Naturally Occurring Asbestos (CARB 435).....	90/ea.
Water Level Indicator .....	40/day	Asbestos PLM.....	20/ea.
Battery-Powered Pump .....	75/day	Asbestos 1,000-pt Count.....	80/ea.
Photo-Ionization Meter .....	150/day	48-hr/24-hr Turnaround Time .....	60%/100% surcharge

### Laboratory Tests

COMPACTION CURVES		SOIL AND AGGREGATE STABILITY	
4-inch mold (D1557/D698) .....	\$225/ea.	Resistance Value, R-Value (D2844/CAL301) .....	\$300/ea.
6-inch mold (D1557/D698) .....	225/ea.	R-Value, Treated (CAL301).....	325/ea.
California Impact (CAL216) .....	225/ea.	California Bearing Ratio (D1883) .....	175/pt.

Check Point .....	100/ea.	Stabilization Ability of Lime (C977).....	180/ea.
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#### SOIL AND AGGREGATE PROPERTIES

#200 Wash (D1140/C117).....	\$90/ea.	Moisture Determination, tube sample (D2216) .....	\$20/ea.
Wet Sieve Analysis to #200 (D422/CAL202).....	120/ea.	Moisture Determination and Unit Weight (D2937).....	40/ea.
Dry Sieve Analysis, 1.5"+ Aggregate (D6913) .....	350/ea.	Atterberg Limits: Plasticity Index (D4318).....	200/ea.
Hydrometer Analysis (D422).....	165/ea.	Sand Equivalent (D2419/CAL217).....	100/ea.
Sieve Analysis with Hydrometer (D422).....	200/ea.	pH and Resistivity (CAL643).....	120/ea.
Specific Gravity, Soil (T100) .....	100/ea.	Sulfate Content (CAL417) .....	90/ea.
Specific Gravity Coarse Aggregate (C127).....	60/ea.	Chloride Content (CAL422) .....	50/ea.
Specific Gravity Fine Aggregate (C128) .....	75/ea.	Organic Content (D2974).....	65/ea.
		Cut/Extract Shelby Tube.....	100/ea.

#### SHEAR STRENGTH

Unconfined Compression (D2166) .....	\$100/ea.
Direct Shear (3 pts.)(D3080).....	325/ea.
Unconsolidated-Undrained Triaxial Shear (D2850) .....	125/pt.
Unconsolidated-Undrained Triaxial Staged (D2850).....	175/ea.
Consolidated-Undrained Triaxial Shear (D4767).....	300/pt.
Consolidated-Undrained Triaxial Staged (D4767).....	375/ea.
Consolidated-Drained Triaxial Shear (EM1110).....	400/pt.
Consolidated-Drained Triaxial Staged (EM1110).....	500/ea.

#### PERMEABILITY, CONSOLIDATION AND EXPANSION

Permeability, Flexible Wall (D5084).....	\$300/ea.
Permeability, Rigid Wall (D5856) .....	300/ea.
Consolidation (D2435) .....	60/pt.
Expansion Index (D4829/UBC 29-2) .....	225/ea.
Swell/Collapse (D4546) .....	165/pt.

#### AGGREGATE QUALITY

Sieve Analysis to #200 (C136).....	\$120/ea.
L.A. Rattler Test (500 rev.) (C131) .....	200/ea.
Durability Index (D3744/CAL229) .....	165/ea.
Fine Aggregate Angularity (CAL 234).....	125/ea.
Flat and Elongated Particles (D4791/CAL 235).....	150/ea.
Percent Crushed Particles (CAL205).....	150/ea.

#### CONCRETE / MASONRY / REINFORCING STEEL

Compressive Strength, Cast Cylinders (C39) .....	\$30/ea.
Compressive Strength, Cores (C42) .....	60/ea.
Flexural Strength Beam (C78/C293).....	80/ea.
Splitting Tensile Test (C496).....	80/ea.
DSA Masonry Shear (DSA-207).....	75/ea.
Shotcrete Panel Coring and Comp. Strength (C1140)....	80/ea.
Rebar Tensile / Bend (up to #11/#11 and Larger) 200/250/ea.	
CMU Compressive Strength (C140).....	100/ea.
Compressive Strength, Grout (C1019/UBC 21-19).....	30/ea.
Compressive Strength, Mortar (C109/UBC 21-15,16)...	30/ea.
CMU Unit Wt., Dimen., Absorption (C140).....	75/ea.
Compressive Strength, Masonry Prism (C1314).....	250/ea.

#### HOT MIX ASPHALT

HMA Air Voids, Gyration (T269).....	\$525/ea.
Hamburg Wheel Tracker (T324) .....	1,000/ea.
Theoretical Max. Specific Gravity (D2041/CAL309).....	175/ea.
Ignition/Sieve Analysis (C136/CAL202).....	220/ea.
HMA Core Unit Weight (D1188/CAL308).....	100/ea.
% Asphalt, Ignition Method (D6307/CAL382) .....	125/ea.
% Asphalt, Ignition Calibration (D6307/CAL382) .....	400/ea.
Tensile Strength Ratio (T283).....	1,000/ea.

\*2X surcharge on rush turnaround for laboratory testing

## **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. Notwithstanding the foregoing, only those subcontracts who are performing design professional or consulting services shall be required to provide Professional Liability coverage as required in Section D of this Exhibit C. 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, Silicon Valley Power  
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](mailto: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.

### J. Prevailing Wage Requirements

1. Contractor shall be obligated to pay not less than the General Prevailing Wage Rate, which can be found at [www.dir.ca.gov](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.

#### K. Audit Rights

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

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

L. Enforcement

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

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