

**AMENDMENT NO. 1  
TO THE AGREEMENT FOR THE PERFORMANCE OF SERVICES  
BY AND BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
PRECISION ICEBLAST CORPORATION**

**PREAMBLE**

This agreement ("Amendment No. 1") is entered into between the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 ("City") and Precision Iceblast Corporation, a Michigan corporation, with its principal place of business located at N723 River Drive, Menominee, Michigan 49858 ("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. The Parties previously entered into an agreement entitled "Agreement for the Performance of Services by and between the City of Santa Clara, California and Precision Iceblast Corporation, dated August 01, 2021 (Agreement); and
- B. The Parties entered into the Agreement for the purpose of having Contractor for Cleaning of Heat Recovery Steam Generators at the Donald Von Raesfeld Power Plant
- C. The parties wish to amend this agreement to extend the term and increase maximum compensation. NOW, THEREFORE, the Parties agree as follows:

**AMENDMENT TERMS AND CONDITIONS**

- 1. Section 5 of the Agreement, entitled "TERM OF AGREEMENT" is amended to read as follows: Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date of this Agreement and terminate five (5) years from the Effective Date.
- 2. Section 11 of the Agreement as Amended, entitled "COMPENSATION AND PAYMENT" is amended to read as follows:

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and services rendered by Contractor at the rate per hour for labor and cost per unit for materials as outlined in Exhibit B, entitled "COMPENSATION AND FEE SCHEDULE."

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

3. Exhibit A – Scope of Services shall be deleted and replaced with the attached Exhibit A – Scope of Services – Amended July 15, 2021.
4. Exhibit B – Schedule of Fees shall be deleted and replaced with the attached Exhibit B – Compensation and Fee Schedule – Amended July 15, 2021.
5. Exhibit F of the Agreement, entitled “Milestone Schedule”, is hereby deleted and replaced with Exhibit F – Labor Compliance Addendum attached and incorporated into this Agreement.
6. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect. In case of a conflict in the terms of the Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 1 as evidenced by the following signatures of their duly authorized representatives.

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

Approved as to Form:

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

\_\_\_\_\_  
BRIAN DOYLE  
City Attorney

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

“CITY”

**PRECISION ICEBLAST CORPORATION**

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

By (Signature): \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Principal Place of Business Address: (to be filled in by City staff) \_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_

Fax: ( ) \_\_\_\_\_

“CONTRACTOR”

**AMENDMENT NO. 1  
TO THE AGREEMENT FOR THE PERFORMANCE OF SERVICES  
BY AND BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA AND  
PRECISION ICEBLAST CORPORATION  
EXHIBIT A – SCOPE OF SERVICES - AMENDED JULY 15, 2021**

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

1. Contractor agrees to furnish trained labor, materials, consumables, diesel, transportation, safety equipment, tube spreading calculations, tube spreading tools and blasting equipment to clean two horizontal gas flow ATS Express Heat Recovery Steam Generators (HRSG) located in Santa Clara.
2. Work Activities:
  - 2.1. Contractor will remove dirt, iron oxides, ammonia salts, and mineral deposits from the outer surface of two spiral fin tube modules.
    - 2.1.1. Each module contains an upstream and downstream face.
    - 2.1.2. A total of four faces will be cleaned in each unit each face is approximately 47 feet x 10 feet.
  - 2.2. Scaffolding:
    - 2.2.1. Contractor will supply and access areas via scaffolding as well as a dust collector to reduce any contaminants leaving the unit.
    - 2.2.2. Contractor will scaffold each open space on the upstream and downstream side of the two modules using tube scaffolding or a suspended cable scaffold.
    - 2.2.3. Contractor will place platforms every six feet for best working access for the boiler cleaners. Once each side is scaffolded, Contractor will commence cleaning efforts.
    - 2.2.4. Contractor will move scaffolding into the units through the outside access doors adjacent to each space.
    - 2.2.5. Contractor will place floor jacks on the bottom of the casing and scaffolding will be erected upward approximately 24 inches wide and will extend the height of the HRSG.
    - 2.2.6. After final clean up, the Contractor will remove scaffold from the unit.
  - 2.3. Contractor's system uses two high-pressure blasting guns (PIC 56XD's), one

high-pressure compressor, and five laborers (one supervisor, one ice attendant, one hole watch, and two blasters) per shift.

- 2.4. Workers will be secured with safety harnesses and lanyards. Blasters are equipped with breathing apparatuses.
- 2.5. Upon completion of cleaning, Contractor will use ultra-high pressure air (350 psi) to blow down the loose debris. Contractor will start blow down from the top of the casing and will blow debris down to the bottom casing
- 2.6. Contractor will bulk the debris out of the basement and access lanes using shovels and pals.
- 2.7. After the majority of the debris is removed, Contractor will use air wands to blow out around the bottom headers. Contractor will remove the resulting debris. Contractor will repeat this process until all of the debris is removed from the unit.
- 2.8. If any debris remains trapped between the lower headers, Contractor will use spreading equipment to open up the lower headers from the basement area to allow the trapped debris to fall to the floor.
- 2.9. Upon completion of work, debris from the HRSG Unit will be removed via barrel vacuums.
  - 2.9.1. Debris will be placed in drums or dumpsters supplied by the City of Santa Clara.
  - 2.9.2. The City of Santa Clara will be responsible for disposal of all materials and will permit Contractor to use City equipment for loading & unloading Contractor's equipment.

### 3. Schedule

- 3.1. Contractor shall perform work on a date mutually agreed to between City and Contractor and shall be completed no later than the date in Section XX of Agreement.
- 3.2. Contractor estimates work to take six to seven 12-hour shifts per unit for a total of twelve to fourteen days. Work will be performed in single 12-hour shifts.

### 4. Authorization of work:

- 4.1. Contractor is responsible for notifying City in a timely manner when the quoted cost may change. Contractor shall provide reason for the change specific to each purchase order.

- 4.2. If Contractor identifies issues that would result in anticipated costs that exceed the current quote or a change in the services to be performed is requested by City, a quote shall be provided in advance of performing work. 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, Chief Electric Utility Operating Officer, and Chief Electric Utility Officer. In that event, Contractor shall provide an updated proposal within two (2) business days so that such changes can be documented in a Revised Work Authorization Form within four (4) business days.
- 4.3. All quotes shall contain detail sufficient for City to verify that services are provided at the rates specified in this Agreement. Contractor shall state any specific assumptions on each quote including if overtime is anticipated for any portion of the work.
- 4.4. Contractor is responsible for notifying City in a timely manner when the quoted cost may change such as due to new findings, changes in process, or changes in regulations. Contractor shall provide reason for the change.
5. Contractor Responsibilities:
  - 5.1. Contractor shall possess all licenses and/or certifications necessary to perform the services described in this Exhibit A.
  - 5.2. Contractor shall be solely responsible for selecting, hiring, employing, paying, supervising, training and discharging all personnel necessary for the providing efficient services.
  - 5.3. Contractor shall employ only competent craftsmen/skilled workers who are appropriately trained and licensed to perform the required services.
  - 5.4. Contractor shall be responsible for understanding and complying with any training and licensing required for the performance of the services described in this Agreement, including but not limited to, Department of Transportation (DOT) requirements for commercial driver's license and required drug testing if applicable.
  - 5.5. City may request verification of the assigned employees' or subcontractors' qualifications at any time. Contractor shall promptly provide such verification upon request by City.
  - 5.6. Contractor's employees and any subcontractors shall supply proper identification when requested by City.
  - 5.7. City reserves the right to request the removal of any Contractor employee(s) or subcontractor who does not conduct themselves in a courteous, professional manner, or whose actions endanger the safety of people or

property. Contractor shall promptly respond to requests for replacement personnel.

- 5.8. Contractor shall provide a Project Manager/General Manager who is responsible for the day-to-day management and supervision of the required services. Project Manager responsibilities shall include, but not be limited to: correcting problems, managing conflicts and complaints, and overseeing work schedules, personnel, and equipment requirements. If the Project Manager/General Manager is off-site or otherwise unable to give direction to Contractor's employees (including subcontractors), City may give directions to the personnel until the Project Manager/General Manager returns.
- 5.9. Except as specified in Section 2, Contractor shall provide all parts, materials, tools, equipment, and consumables necessary for all tasks

6. Safety:

- 6.1. Contractor shall ensure that all its employees, subcontractors, and agents abide by established local, state and federal safety rules and regulations.
- 6.2. Contractor employees, and any subcontractors shall always act in a safe manner while on City property.
- 6.3. Contractor shall be responsible for remaining up to date on all applicable federal, state, county, and local laws, ordinances and codes in the event they are amended. Where any amended applicable laws or ordinances are in conflict with the City's requirements, the more stringent requirement(s) shall be followed. Contractor's failure to be thoroughly familiarized with the safety provisions shall not relieve Contractor from compliance with the obligations and penalties resulting therefrom.
- 6.4. Contractor shall provide and 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 and subcontractors in general safe work practices and shall include specific instructions with regard to hazards unique to the employee's or subcontractor's job assignment. A copy of Contractor's IPP shall be submitted to City prior to the execution of an agreement, and be made available on site upon request.
- 6.5. Contractor shall schedule periodic safety inspections to identify and correct unsafe conditions and work practices. City reserves the right to accompany Contractor during these inspections.
- 6.6. Contractor employees (including any subcontractors) shall not use or possess alcohol, narcotics, firearms, or drugs of any nature other than medical (for which Contractor's employee or subcontractor has a current doctor's

prescription) on City property and while performing services for the City. Employees or subcontractors using prescribed medication will not engage in any work if the medication can potentially impair the employee's or subcontractor's ability to perform the work safely.

- 6.7. 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.
- 6.8. Contractor shall immediately remove any personnel who is acting in an unsafe or dangerous manner.
- 6.9. Contractor shall notify City immediately in event of an injury or property damage that occurs during the performance of the services described in this Agreement. Contractor shall investigate the reported injury or damage upon request from City, and provide City with regular updates until the investigation is resolved. City reserves the right to perform its own investigation. Should City choose to conduct its own investigation, Contractor shall assist City as required.

## 7. Workmanship:

- 7.1. Contractor shall perform the required services in an environmentally responsible manner.
- 7.2. 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.
- 7.3. Contractor shall take all necessary precautions to protect City 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 Contractor's sole expense, prior to issuance of payment to Contractor by City. Any expenses incurred by City to repair property damage will be deducted from Contractor's compensation or billed to Contractor at City's discretion.
- 7.4. Contractor shall keep their work site(s) free from all surplus material, waste material, dirt and rubbish caused by Contractor's performance of services.
- 7.5. Contractor shall leave the work site in a neat and orderly condition. All clean-up work will be done to the satisfaction of City, and at the sole expense of Contractor.

- 7.6. Contractor shall be responsible for disposing of all hazardous material generated during the performance of services.
- 7.7. City shall have the right to inspect any work performed by Contractor and any subcontractors. Should City determine upon inspection any unsatisfactory or defective work, Contractor shall immediately correct the work at no additional cost to the City.



**AMENDMENT NO. 1  
TO THE AGREEMENT FOR THE PERFORMANCE OF SERVICES  
BY AND BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA AND  
PRECISION ICEBLAST CORPORATION  
EXHIBIT B – COMPENSATION AND FEE SCHEDULE - AMENDED JULY 15, 2021**

**1. MAXIMUM COMPENSATION**

- 1.1. The maximum amount of compensation to be paid to Contractor during the Initial Term shall not exceed Six Hundred Fifty Thousand Dollars (\$650,000) City does not guarantee any minimum compensation under this Agreement.
- 1.2. Any work or materials requested by the City that exceeds the Maximum Compensation shall require the execution of an amendment to this Agreement before the commencement of work.

**2. RATES**

- 2.1. City shall pay Contractor in accordance with the rates listed in Table B1- Hourly Labor Rates

**Table B1 – Hourly Labor Rates**

Role	Rate Classification	Rate per Hour
Iceblast Technician	Straight Time (ST)	\$113.28
Iceblast Technician	Overtime (OT)	\$169.92
Iceblast Technician	Double Time (DT)	\$226.56
Supervisor	ST	\$141.60
Supervisor	OT	\$212.40
Supervisor	DT	\$283.20
Administration	ST	\$107.62
Administration	OT	\$161.42
Administration	DT	\$215.23
EH&S	ST	\$226.56
EH&S	OT	\$339.84
EH&S	DT	\$453.12

**2.2. Definitions:**

- 2.2.1. Straight time: First eight (8) hours worked and first forty (40) hours per week.
- 2.2.2. Overtime: Hours worked over eight (8) in one day or forty in one week (40)

- 2.2.3.** Premium: Sunday and Holidays
  - 2.2.3.1.** Holidays: New Year's Day, Martin Luther King Day, Presidents Day, Easter, Memorial Day, Independence Day, Friday before Labor Day, Labor Day, Thanksgiving Day, Christmas Day.
  - 2.2.3.2.** Where the holiday falls on a Saturday, the holiday rate shall apply on the preceding Friday. Where the holiday falls on a Sunday, the holiday rate shall apply on the following Monday.

**2.3.** Rates shall be effective through the term of this Agreement.

### **3. REIMBURSABLE EXPENSES**

#### **3.1. Pass-Through Costs:**

- 3.1.1.** In some cases, Contractor may pass-through costs such as, but not limited to, tolls, permits, subcontracted activities, or materials.
- 3.1.2.** Such Pass-Through Costs shall be included in the quote.
- 3.1.3.** When these Pass-Through Costs occur, Contractor will invoice City for these costs without markup.
- 3.1.4.** Contractor shall provide supporting documentation such as invoices or receipts for all Pass-Through costs.
- 3.1.5.** Except in the case of emergency, Contractor will notify the City in advance when these costs are anticipated.

#### **3.2. Reimbursement of expenses is subject to the following conditions.**

- 3.2.1.** Expenses shall be reimbursable only to the extent that the Contractor submits sufficient documentation to the City that the expenses were directly incurred in providing the requested services and that such costs are not already included in the fee or hourly rate.
- 3.2.2.** Travel-related expenses (mileage, lodging, meals, etc.).
  - 3.2.2.1.** 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).
  - 3.2.2.2.** <https://www.gsa.gov/travel-resources>
  - 3.2.2.3.** The City shall not reimburse mileage for local travel (within Santa Clara County).

### **4. PAYMENT PROVISIONS:**

- 4.1.** Contractor shall submit an invoice to the 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.
- 4.3.** If the City disputes an expense in an invoice, the City may deduct the disputed expense from the payment of that invoice, provided that the City submits to the Contractor a written explanation of why the expense is being disputed.
- 4.4.** The City shall review the invoice submitted by Contractor and shall notify Contractor of any discrepancies or deficiencies in said invoice.
- 4.5.** If there are no discrepancies or deficiencies in the submitted invoice and Contractor has submitted all required Certified Payroll using LCP tracker or other system as directed by City, City shall process the invoice for payment.

**AMENDMENT NO. 1  
TO THE AGREEMENT FOR THE PERFORMANCE OF SERVICES  
BY AND BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA AND  
PRECISION ICEBLAST CORPORATION**

**EXHIBIT F - LABOR COMPLIANCE ADDENDUM**

This Agreement is subject to the requirements of California Labor Code section 1720 et seq. requiring the payment of prevailing wages, the training of apprentices, and compliance with other applicable requirements.

**A. PREVAILING WAGE REQUIREMENTS**

1. Contractor shall be obligated to pay not less than the General Prevailing Wage Rate, which can be found at [www.dir.ca.gov](http://www.dir.ca.gov), 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 records and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and/or final payment.
7. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
8. No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors MUST be a registered "public works contractor" with the DIR AT THE TIME OF BID. Where the prime contract is less than \$15,000 for maintenance work or less than \$25,000 for construction alternation, demolition or repair work, registration is not required.
9. All contractors/subcontractors and related construction services subject to prevailing wage, including but not limited to: trucking, surveying and inspection work must be registered with the Department of Industrial Relations as a "public works contractor". Those who fail to register and maintain their status as a public works contractor shall not be permitted to perform work on the project.
10. Should any contractor or subcontractors not be a registered public works contractor and perform work on the project, Contractor agrees to fully indemnify the City for any fines assessed by the California Department of Industrial Relations against the City for such violation, including all staff costs and attorney's fee relating to such fine.
11. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

## **B. AUDIT RIGHTS**

All records or documents required to be kept pursuant to this Agreement to verify compliance with this Addendum shall be made available for audit at no cost to City, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or documents shall be provided to City for audit at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be made available at Contractor's address indicated for receipt of notices in this Agreement.

### **C. ENFORCEMENT**

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