

**AMENDMENT NO. 1
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
UNIQUE SCAFFOLD**

PREAMBLE

This agreement ("Amendment No. 1") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Unique Scaffold, a California corporation, (Contractor). City and Contractor may be referred to individually as the "Parties."

RECITALS

- A. The Parties previously entered into an agreement entitled "Agreement for Services Between the City of Santa Clara, California, and Ernie and Sons Scaffolding Services, Doing Business as Unique Scaffold", dated October 1, 2021 (Agreement);
- B. On March 17, 2023, the Parties executed a Consent to Assignment Agreement by and Between the City of Santa Clara, California and Ernie and Sons Scaffolding Services (Ernie and Sons) and Unique Scaffold consenting to the assignment of all rights, obligations and interest in the Agreement from Ernie and Sons to Unique Scaffold; and
- C. The Parties entered into the Agreement for the purpose of having Contractor provide scaffolding services, and the Parties now wish to amend the Agreement to update the rate schedule.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

- 1. Section 1 of the Agreement shall be amended to read as follows:

"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

Exhibit E – Sample Work Authorization Form

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. Section 4 of Exhibit A of the Agreement shall be amended to read as follows:

“4. WORK AUTHORIZATION PROCESS

4.1 Contractor acknowledges that Contractor is one of two firms selected to perform *scaffolding services*, pursuant to two separate agreements (collectively, the “*Scaffolding Agreements*”). Specific Services will be assigned as set forth in this Section.

4.2 Compensation under each Approved Work Authorization (as defined below) and/or purchase order shall be in accordance with the rates set forth herein. Contractor shall submit quotes and invoice all Services according to the rates listed in Exhibit B-1 attached and incorporated by reference.

4.3 A Purchase Order (“Purchase Order”) is a document issued by the City of Santa Clara Finance Department which will reference the terms and conditions of this Agreement and serves as final approval for each Approved Work Authorization.

4.3 Non-Emergency Work

4.3.1 When Services are required, SVP will notify one or more contractors under contract for *Scaffolding Services* to provide a proposal for Services. SVP will provide a description of the Services required, the basis of award, the deadline for response, and any other relevant information (Work Request).

4.3.2 Proposal: Contractor shall prepare and submit a proposal (Proposal) for each Work Request that includes:

4.3.2.1 A work plan that includes a detailed description by task of the services to be performed.

- 4.3.2.2 A project timeline/schedule with discussion on any activities that may impact the project timeline/schedule.
- 4.3.2.3 A list of Contractor's personnel and subcontractors including subcontractor Department of Industrial Relations (DIR) number where required.
- 4.3.2.4 Any required drawings or documents.
- 4.3.2.5 A list of City responsibilities.
- 4.3.2.6 Final acceptance criteria.
- 4.3.2.7 An itemized cost proposal showing:
 - 4.3.2.7.1 Hours and hourly rates by position as listed in Exhibit B for both Contractor and subcontractor personnel if applicable. Indicate labor subject to prevailing wage requirements.
 - 4.3.2.7.2 Parts / materials.
 - 4.3.2.7.3 Rental and/or specialty equipment.
 - 4.3.2.7.4 Reimbursable expenses, in accordance with the limitations set forth in Exhibit B.
 - 4.3.2.7.5 Any additional costs including, but not limited to freight, permits, fees.
 - 4.3.2.7.6 Breakdown of materials and labor sufficient to calculate sales tax.
 - 4.3.2.7.7 Estimated total cost including sales tax.
- 4.3.2.8 All submitted pricing shall be in accordance with the rates authorized in Exhibit B of this Agreement and the Proposal shall include sufficient information for the City to determine that rates are in accordance with the Agreement.
- 4.3.2.9 Costs for any additional equipment, parts, or services required for completion of services as detailed in the Work Request and in Contractor's Proposal but not reflected in the Contractor's cost proposal shall be the sole responsibility of the Contractor and at no cost to the City.

4.3.3 Work Authorization.

- 4.3.3.1 If the completion of the services in the Proposal will not result in total costs under this Agreement exceeding the maximum compensation in Section 6 of the Agreement, (when combined with all previously authorized Services), the City may authorize the proposed services as set forth in this Section.
- 4.3.3.2 For Proposals with a total cost exceeding \$50,000, Work Authorizations shall be issued in substantially the same format as Exhibit E. Each Work Authorization shall describe the proposed services and deliverables the Contractor must provide, the time limit within which the Contractor must complete the proposed service and deliverables, the system acceptance criteria, warranty provisions, and the compensation for the additional services.
- 4.3.3.3 Subject to the terms and conditions of this Agreement, Contractor and City will negotiate the specific scope and requirements of each Work Authorization. Upon execution by the Parties, the Work Authorization shall become an Approved Work Authorization.
- 4.3.3.4 Each Approved Work Authorization shall have a Purchase Order attached to it.
- 4.3.3.5 For Proposals with a total cost less than \$50,000, a signed Work Authorization is not required. The City will issue a Purchase Order authorizing Services and the Purchase Order will serve as the Approved Work Authorization.
- 4.3.3.6 Only the Assistant Director of the Electric Utility, Electric Utility Chief Operating Officer, or Chief Electric Utility Officer may, on behalf of the City, execute a Work Authorization. Purchase Orders are issued by the Finance Department.
- 4.3.3.7 Except in the case of emergency which shall conform to the conditions of Section 4.4 or where the circumstances in Section 4.3.4 apply, Contractor shall not initiate the additional services and the City will not compensate the Contractor until the City has executed the Work Authorization for such additional services where applicable ("Approved Work Authorization") and issued a Purchase Order.
- 4.3.3.8 If Contractor begins the Services or fails to dispute a Approved Work Authorization or Purchase Order within three

(3) business days, Contractor is deemed to have accepted the terms of the Purchase Order.

4.3.3.9 An Approved Work Authorization must be consistent with – and cannot alter - the terms and conditions of this Agreement. The terms and conditions of this Agreement shall prevail over any and all terms and conditions contained in an Approved Work Authorization – even if the Approved Work Authorization expressly states that it is intended to control. Any conflicting terms and conditions in an Approved Work Authorization are invalid and unenforceable.

4.3.3.10 The City (through the individuals listed in section 4.3.3.6 or, in the case of Purchase Orders, the Finance Department) may terminate an Approved Work Authorization, Purchase Order, or an Emergency Work Order for convenience with ten (10) days prior written notice to Contractor. In such event, the Contractor shall have no further rights hereunder, except that Contractor shall be paid for all Services adequately rendered prior to such termination.

4.3.4 Changes to Work Authorization.

4.3.4.1 Contractor shall notify the City immediately when a situation occurs that may result in a change to the total project cost or specific line items in an Approved Work Authorization or Purchase Order. Contractor shall provide the reason for the change specific to each Approved Work Authorization or Purchase Order.

4.3.4.2 In the event that unanticipated site conditions or other issues result in costs that exceed total of the Approved Work Authorization or changes to line items in an Approved Work Authorization or in the Purchase Order, Contractor shall submit to the City an updated Proposal for review and approval from the City in advance of performing any additional required services. The City will issue a new or amended Work Authorization (if required pursuant to Section 4.3.3.2) or Purchase Order (as applicable) to authorize such additional services. Each changed Work Authorization and Purchase Order shall amend the Services and be incorporated into the Services by reference.

4.3.4.3 In the event that issues are identified that can be most efficiently and economically resolved while on site, changes may be approved verbally (in the field), by telephone, or e-mail by the following authorized individuals: Assistant

Director of the Electric Utility, Electric Utility Chief Operating Officer, or Chief Electric Utility Officer. Such authorization shall be defined as an Interim Work Order. Contractor shall provide an updated Proposal within two (2) business days so that such changes can be documented in a Work Authorization and/or Purchase Order.

4.4 Emergency Work Orders

4.4.1 An emergency work order (Emergency Work Order) 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.

4.4.2 Emergency Work Orders do not need to be in writing and may only be authorized by the Assistant Director of the Electric Utility, Electric Utility Chief Operating Officer, or Chief Electric Utility Officer. Such verbal authorizations will be confirmed by the City in writing within three (3) business days by a Purchase Order or, where applicable, a Work Authorization and Purchase Order.

4.4.3 When emergency services are required, Contractor shall send a Proposal to the City for the required Services as soon as possible, but no later than three (3) business days after starting Services. The Proposal shall be detailed in accordance with this Section 4 and shall also include any completed Services. The City will issue a Work Authorization (if required pursuant to Section 4.3.3.2) and a Purchase Order as soon as reasonably practicable.

4.5 Each Approved Work Authorization and Purchase Order including those authorizations issued pursuant to Section 4.4 and 4.3.4 shall be incorporated into the Agreement by reference and subject to its terms and conditions and the Services contained therein shall be included within the Services.

4.6 Proposals, pricing, and quotes are not confidential and will not be treated as confidential even if marked confidential when submitted.

4.7 Except in the situations described in Section 4.3.4.3 and Section 4.4, Contractor shall not initiate services before a Work Authorization has been executed and/or Purchase Order has been issued.”

2. Exhibit B – SCHEDULE OF FEES AND PAYMENT PROVISIONS shall be amended and replaced with the attached Exhibit B – SCHEDULE OF FEES AND PAYMENT PROVISIONS – AMENDED NOVEMBER 15, 2023, which is hereby incorporated into the Agreement by reference.

3. Exhibit D – Notice of Option to Extend Agreement Form is hereby deleted and replaced with Exhibit D – LABOR COMPLIANCE attached hereto and incorporated into the Agreement by reference.
4. Exhibit E –Labor Compliance Addendum is hereby deleted and replaced with Exhibit E – SAMPLE WORK AUTHORIZATION FORM attached hereto and incorporated into the Agreement by reference.
5. 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: 2/26/24

Daniel Ballin

Daniel Ballin (Feb 23, 2024 10:59 PST)

GLEN R. GOOGINS
City Attorney

J. D. Grogan

JÖVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

“CITY”

UNIQUE SCAFFOLD

a California corporation

Dated: February 14, 2024

By (Signature): *John Soto*

Name: John Soto

Title: Chief Executive Officer

Principal Place of Business Address: 2501 Annalisa Drive
Concord, CA 94520

Email Address: john@uniquescaffold.us

Telephone: (925) 446-4442

“CONTRACTOR”

EXHIBIT B
SCHEDULE OF FEES AND PAYMENT PROVISIONS
AMENDED NOVEMBER 15, 2023

1. MAXIMUM COMPENSATION

The maximum amount of compensation to be paid to Contractor during the term of this Agreement shall not exceed the amount specified in Section 6 (COMPENSATION AND PAYMENT) of the Agreement.

2. RATES

Compensation under each Approved Work Authorization and/or Purchase Order shall be in accordance with the rates set forth herein.

- 2.1 Rates. Contractor shall submit Proposals and invoice all Services at the rates listed in Exhibit B-1 – RATE SCHEDULE attached and incorporated by reference.
- 2.2 Straight time rates shall apply to the first eight (8) hours worked, Monday through Friday.
- 2.3 Overtime rates shall apply to hours nine (9) through twelve (12) worked Monday through Friday, the first eight (8) hours worked on Saturday, and the first eight (8) hours worked on four (4) Union designated off/holidays.
- 2.4 Double time rates shall apply to all hours worked over twelve (12) hours Monday-Friday, all hours worked over eight (8) hours on Saturday, all hours worked on Sundays, and the following holidays: New Year's Day, Martin Luther King's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day. Holidays shall coincide with the day of their national observance. When a holiday falls on a Saturday, the preceding Friday shall be considered a holiday. When a holiday falls on a Sunday, the following Monday shall be considered a holiday.
- 2.5 Rate Increase. Rates may be negotiated no more than once annually. Contractor shall notify the City ninety (90) days in advance of any proposed rate increase. Any rate increases are subject to approval by the City and must be substantiated by the Contractor to the satisfaction of the City. All rate adjustments must be approved by the City through an amendment to this Agreement. References to alternate rates in quotes that have not been separately authorized pursuant to this section are not approved.
- 2.6 Reimbursable Expenses. Any and all reimbursable expenses related to each Work Authorization or Purchase Order shall be described in Contractor's Proposal as set forth in Section 4 of Exhibit A and accounted for in the total cost for each Proposal, Work Authorization, and Purchase Order. Expenses shall be reimbursable only to the extent that (1)

Contractor submits sufficient documentation to City that the expenses were directly incurred in providing the required Services, (2) Contractor demonstrates that such expenses aren't included in the hourly rate where applicable, (3) such expenses were approved in advance pursuant to Section 4 of Exhibit A, (4) Contractor submits receipts, invoices, or other supporting documentation demonstrating that such reimbursable costs were incurred.

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

2.6.1 Freight (Semi Truck) will be billed at cost plus 15%.

2.6.2 Engineering will be billed at cost plus 15%.

2.6.3 Third party rental equipment will be billed at cost plus 15%.

3. PAYMENT PROVISIONS

3.1. Contractor shall provide an invoice to the City on a monthly basis for Services completed in the preceding month. The invoice must include the following information:

3.1.1. Invoice Number, 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.

- 3.1.3. Each invoice shall provide sufficient detail for City to verify that the rates listed in Exhibit B-1 are charged. Additionally, invoices shall include sufficient detail to allow for accurate comparison with certified payroll submittals.
- 3.2. Pre-Payment. City shall not be required to pay a deposit or any other form of pre-payment prior to Contractor beginning the Services.
- 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. Certified Payroll. When applicable, Contractor must submit all necessary certified payrolls through LCP Tracker in advance of its request for payment. These submittals shall comply with the requirements set forth in Exhibit D and are subject to verification by the City.
- 3.6. 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.
- 3.7. 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.

**EXHIBIT B-1
RATE SCHEDULE**

Classification	Straight Time Rate	Overtime Rate	Double Time Rate	Drive Time
Labor rates from July 1, 2021 - June 30, 2022	\$109.66	\$140.84	\$173.87	\$109.66
Labor rates from July 1, 2022 - June 30, 2023	\$113.74	\$145.73	\$180.10	\$113.74
Labor rates from July 1, 2023 – June 30, 2024	\$119.25	\$153.00	\$189.00	\$ 80.00
Labor rates from July 1, 2024 – June 30, 2025	\$125.00	\$160.25	\$198.00	\$ 85.00
Labor rates from July 1, 2025 – June 30, 2026	\$131.00	\$168.00	\$207.75	\$ 90.00

1. Consumables. Consumables such as wire, nails, toe-board, and small tools are included in the pricing in this Exhibit. Other consumables, such as full sheets of plywood, safety netting, I-beams or any other items uncommonly used for day-to-day scaffold use will be invoiced at cost plus 15%.
2. Scaffold material rental for 28 days is included in Contractor's hourly rates. After 28 days scaffold material shall be charged to City at the following rates.
 - 2.1. July 1, 2023 – June 30, 2024: \$0.10 per-piece, per-day, plus tax.
 - 2.2. July 1, 2024 – June 30, 2025: \$0.11 per-piece, per-day, plus tax.
 - 2.3. July 1, 2025 – June 30, 2026: \$0.12 per-piece, per-day, plus tax.
 - 2.4. Rental fees will stop once City notifies Contractor that the scaffold material is no longer needed.
3. Shrink wrap material/accessories that are used per-request will be invoiced per (½ roll and or full roll) 12mil 30' x 100'.
 - 3.1. July 1, 2023 – June 30, 2024: Shrink Wrap Cost: \$710.00 per full roll, plus tax. \$355.00 per half roll, plus tax.
 - 3.2. July 1, 2024 – June 30, 2025: Shrink Wrap Cost: \$720.00 per full roll, plus tax. \$360.00 per half roll, plus tax.
 - 3.3. July 1, 2025 – June 30, 2026: Shrink Wrap Cost: \$730.00 per full roll and \$365.00 per half roll, plus tax.
4. Daily use of Flatbed and Pickup Truck will be invoiced as follows:
 - 4.1. July 1, 2023 – June 30, 2024:

- 4.1.1. Pickup \$70.00 plus \$0.50 per mile.
- 4.1.2. Flatbed \$90.00 plus \$1.00 per mile.
- 4.2. July 1, 2024 – June 30, 2025:
 - 4.2.1. Pickup \$80.00 plus \$0.50 per mile.
 - 4.2.2. Flatbed \$100.00 plus \$1.00 per mile.
- 4.3. July 1, 2025 – June 30, 2026:
 - 4.3.1. Pickup \$90.00 plus \$0.50 per mile.
 - 4.3.2. Flatbed \$110.00 plus \$1.00 per mile.
- 5. Drive Time. Driver drive time (Round Trip) will only apply to the employee assigned by Contractor to drive company truck to and from job site to deliver or pick any scaffold materials.
 - 5.1. Driver - \$80.00 per hour 2023 – 2024
 - 5.2. Driver - \$85.00 per hour 2024 – 2025
 - 5.3. Driver - \$90.00 per hour 2025 - 2026

EXHIBIT D LABOR COMPLIANCE

This Exhibit 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 and are on file with the City Clerk's office, which shall be available to any interested party upon request. Contractor is also required to have a copy of the applicable wage determination posted and/or available at each job site.
2. Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime must be paid for work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813.
3. Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Depending on the location of the project and the amount of travel incurred by workers on the project, certain travel and subsistence payments may also be required. Contractors and subcontractors are on notice that information about such special rates, holidays, premium pay, shift work and travel and subsistence requirements can be found at www.dir.ca.gov.
4. Only bona fide apprentices actively enrolled in a California Division of Apprenticeship Standards approved program may be employed on the project as an apprentice and receive the applicable apprenticeship prevailing wage rates. Apprentices who are not properly supervised and employed in the appropriate ratio shall be paid the full journeyman wages for the classification of work performed.
5. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, Contractor agrees to present to City, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. Contractors shall submit certified payroll through LCP Tracker or similar system as directed by the City. The term "certified payroll" shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 et seq, as well as any

additional documentation requested by the City or its designee including, but not limited to: certified payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.

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

B. Audit Rights

All records or documents required to be kept pursuant to this Agreement to verify compliance with this Exhibit 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 Exhibit.
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.

EXHIBIT E

SAMPLE WORK AUTHORIZATION FORM

This work authorization ("Work Authorization") is made pursuant to the Agreement for Service between the City of Santa Clara and Unique Scaffold ("Agreement"). This Work Authorization is governed by the provisions of the Agreement and is hereby incorporated into that Agreement by reference. All Services shall be using the terms and rates included in the Agreement. In the event of any inconsistency between the terms and conditions of the Work Authorization and the Agreement, the terms and conditions of the Agreement shall govern and control.

PART A: GENERAL INFORMATION

WORK AUTHORIZATION NUMBER:		<input type="checkbox"/> Original
Contract No.		<input type="checkbox"/> First Revised
		<input type="checkbox"/> Second Revised
		<input type="checkbox"/> Other _____
Contractor Name/Address:		
Expiration Date of Agreement:		
Contractor's Project Manager:	Name:	Email:
City's Project Manager	Name:	Email:
Period of Performance for this Work Order:	Start Date:	Expected Completion Date:
Maximum Compensation of Agreement:		
Previously Committed Funds:		
Available Funds		
Maximum Compensation for this Work Authorization		
Remaining Available Funds		
Sufficient funds are available in Fund #: (to be completed by City)		
Contractor Representative Name (Print)		
Contractor Representative Signature		
Contractor Representative Signature Date		
City Project Manager Name (Print)		
Authorized City Representative (Print)		
City Representative Signature		
City Representative Signature Date		
<i>* Authorized City Representatives include Electric Utility Assistant Director, Chief Electric</i>		

PART B: SERVICES TO BE PERFORMED

1. REVISED WORK AUTHORIZATION

No

If yes, provide a brief description of the change(s).

2. SCOPE OF SERVICES TO BE PERFORMED

The Contractor shall perform the service(s) described below in accordance with all of the terms and conditions of the Agreement. (Insert a detailed Scope of Services below or attach as a separate file.) Scope of Services and cost proposal shall meet all of the provisions of Section 4 of Exhibit A and Section 2 of Exhibit B.

3. COMPENSATION

a. **Basis of Compensation:** Time & Materials

b. **Reimbursable Expenses:**

No expenses are reimbursable.

Expenses are separately reimbursable in the maximum amount of:

c. **Payment Schedule:**

Monthly Completion of Deliverable/Milestone Completion of Services

d. **Payment Terms.** Provide payment terms below or attach as a separate file.

*Payment for on-site labor may not be paid in advance. On-site labor shall not be invoiced until completed and Customer will not make payment until certified payroll is approved.

4. LIQUIDATED DAMAGES

Liquidated Damages do not apply.

Liquidated Damages apply as follows:

It is mutually agreed by Contractor and City that, in event completion of the Services to be provided by the Contractor under this Agreement is delayed beyond _____, 20____, City will suffer damages and will incur other costs and expenses of a nature and amount which is difficult or impractical to determine. The Parties agree that by way of ascertaining and fixing the amount of damages, costs and expenses, and not by way of penalty, Contractor shall pay to City the sum of _____ dollars (\$_____) per day in liquidated damages to a cap of _____. Contractor agrees that City may deduct the amount of said unpaid damages from any money due or that may become due to Contractor under this Agreement.

Notwithstanding the foregoing both Parties understand and agree that no liquidated damages shall accrue for delivery delays due to any modification of the Scope of Services, for delays caused by or attributable to the City, for delays caused by or attributable to third parties not under the direct control of Contractor or any force majeure event during the period of service of

this Work Authorization.

Such liquidated damages shall be the City's sole and exclusive remedy for Contractor's failure to meet the agreed delivery schedule.

5. ACCEPTANCE CERTIFICATE

- Acceptance Certificate not required.
- Acceptance Certificate required.