

**AMENDMENT NO. 1  
TO THE AGREEMENT FOR THE PERFORMANCE OF SERVICES  
BY AND BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
ART ALGER, INC. DBA PENINSULA CRANE & RIGGING**

**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 Art Alger, Inc. dba Peninsula Crane & Rigging, a California corporation, with its principal place of business located at 656 Wool Creek Drive, San Jose, California 95112 ("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 Art Alger, Inc. DBA Peninsula Crane and Rigging, dated March 28, 2017 (Agreement); and
- B. The Parties entered into the Agreement for the purpose of having Contractor provide operated crane, rigger, and related services, and the Parties now wish to amend the Agreement to increase the maximum compensation.

NOW, THEREFORE, the Parties agree as follows:

**AMENDMENT TERMS AND CONDITIONS**

- 1. Exhibit A – Scope of Services shall be deleted and replaced with the attached Exhibit A – Scope of Services – Amended June 15, 2021.
- 2. Exhibit B – Schedule of Fees shall be deleted and replaced with the attached Exhibit B – Compensation and Fee Schedule – Amended June 15, 2021.
- 3. 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.
- 4. 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:

6/16/2021

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Deanna J. Santana

**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"

**ART ALGER, INC. DBA PENINSULA CRANE & RIGGING**  
a California corporation

Dated: 5/12/2021

By (Signature): Joseph Bauer

Name: JOSEPH BAUER

Title: President

Principal Place of Business Address: 656 Wool Creek Drive  
San Jose, CA 95112

Email Address: JoeB@peninsulacrane.com

Telephone: (408) 294-4841

Fax: (408) 202-6865

"CONTRACTOR"

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EXHIBIT A – SCOPE OF SERVICES  
AMENDED JUNE 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 all personnel, transportation, labor, equipment, permits and licenses and any other item of expense necessary to provide crane, rigging and related services to support Silicon Valley Power (SVP) facilities and assets.
  - 1.1. Work shall be performed subject to the availability of labor and equipment.
  - 1.2. When a quote is requested, Contractor shall advise City of its availability.
2. Services may include but are not limited to:
  - 2.1. Provide qualified crane operators, qualified riggers and millwrights
  - 2.2. Install or uninstall load beams and rigging equipment
  - 2.3. Supply test weights & certifier for chain hoists & load/rigging assemblies
  - 2.4. Remove or install large equipment including turbines, generators, load gears, pumps, motors, fans and their sub-assemblies.
  - 2.5. Load and offload equipment, containers or tooling onto trucks
  - 2.6. Hoist equipment and tooling such as, but not limited to: scaffold, grates to catwalk or other location as directed by SVP
3. Authorization of work:
  - 3.1. When services are requested greater than five (5) days in advance, Contractor shall provide a quote for the anticipated services. Such quote shall be approved in writing (e-mail acceptable) by one of the following: Electric Program Manager, Electric Utility Division Manager, Assistant Director Electric Utility, Chief Electric Utility Operating Officer. Where the terms of any quote are in conflict with this Agreement, the terms of the Agreement shall prevail. Standard Conditions listed on all quotes do not apply unless incorporated into the Agreement.

- 3.2. Emergency work must 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. Contractor shall provide a quote or proposal within two (2) business days. Emergency Services --those services scheduled less than five (5) days in advance -- shall be quoted where possible and invoiced in a manner that permits the City to assure that services were provided at the rates authorized in this Agreement.
  - 3.3. 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.
  - 3.4. 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.
  - 3.5. 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.
  - 3.6. 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.
4. Contractor Responsibilities:
- 4.1. Contractor shall possess all licenses and/or certifications necessary to perform the services described in this Attachment A.
  - 4.2. Contractor shall provide qualified and skilled crane operators, riggers and millwrights.
    - 4.2.1. Contractor shall be solely responsible for selecting, hiring, employing, paying, supervising, training and discharging all personnel necessary for the providing efficient services.
    - 4.2.2. Contractor shall employ only competent craftsmen/skilled workers who are appropriately trained and licensed to perform the required services.

- 4.2.3. 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.
- 4.2.4. City may request verification of the assigned employees' or subcontractors' qualifications at any time. Contractor shall promptly provide such verification upon request by City.
- 4.2.5. Contractor's employees and any subcontractors shall supply proper identification when requested by City.
- 4.2.6. 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.
- 4.3. 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.
- 4.4. Contractor shall provide all parts, materials, tools, equipment, and consumables necessary for all tasks
- 4.5. Safety:
  - 4.5.1. Contractor shall ensure that all its employees, subcontractors, and agents abide by established local, state and federal safety rules and regulations.
  - 4.5.2. Contractor employees, and any subcontractors shall always act in a safe manner while on City property.
  - 4.5.3. 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.

- 4.5.4. 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.
  - 4.5.5. 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.
  - 4.5.6. 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.
  - 4.5.7. 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.
  - 4.5.8. Contractor shall immediately remove any personnel who is acting in an unsafe or dangerous manner.
  - 4.5.9. 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.
- 4.6. Workmanship:
- 4.6.1. Contractor shall perform the required services in an environmentally responsible manner.
  - 4.6.2. 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.

- 4.6.3. 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.
- 4.6.4. Contractor shall keep their work site(s) free from all surplus material, waste material, dirt and rubbish caused by Contractor's performance of services.
- 4.6.5. 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.
- 4.6.6. Contractor shall be responsible for disposing of all hazardous material generated during the performance of services.
- 4.6.7. 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.

## 5. City Responsibilities:

- 5.1. Contractor will take reasonable precautions to avoid damaging curbs, sidewalks, pavement, trees, etc.
- 5.2. Work composite with Contractor's crew.
- 5.3. Federal Aviation Administration (FAA): If a jobsite is within a 3-mile radius of any airport and/or excess of 200' of boom, an FAA permit may be required. Please allow a minimum of 60 days to obtain the proper permits.
- 5.4. City shall provide 24-hour notice to cancel a job start. Cancellation after this time, may result in show up or labor & equipment charges.

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EXHIBIT A – SCOPE OF SERVICES  
AMENDED JUNE 15, 2021**

1. Compensation: The amount billed to City by Contractor for services under this Agreement as Amended will not exceed three hundred thousand dollars (\$300,000). Additional services that exceed that amount shall only be authorized by a written addendum to this agreement in advance of services being performed.
2. Services shall be provided according to the rates below:

Position	Straight Time (per hour except where noted)	Overtime (per hour except where noted)	Double Time (per hour except where noted)
Crane Work			
30 Ton	\$185	\$235	\$285
40 Ton	\$220	\$270	\$320
60 Ton	\$245	\$295	\$345
75 Ton	\$275	\$325	\$375
90 Ton	\$325	\$375	\$425
100 Ton <sup>1</sup>	\$400	\$500	\$600
150 Ton <sup>1</sup>	\$525	\$625	\$725
Rigger (single person)	\$140	\$190	\$240
Rigging Crew (2 workers)	\$285	\$385	\$485
Gear Truck	\$280 per day		
Crew Time <sup>2</sup>	\$230	N/A	
Counterweight Haul	\$500 per day		
Trucking (Flatbed Truck or Tractor)	\$150	\$200	\$250
Office Time (DIR Reporting)	\$95		
Special Reporting	\$100		
Notary <sup>3</sup>	\$20		
Special Reporting	\$100		
Fuel	7% of cost of Crane Work		
<b>FOOTNOTES</b>			
1	8 hour Minimum		
2	Where an 8 hour minimum applies to crane time, this rate shall apply for the difference between 8 hours and the hours during which a crane was used		
3	Per Document		



2.1. Definitions:

2.1.1. Straight time: Monday through Friday, first eight (8) hours worked

2.1.2. Overtime: Monday through Friday, first two (2) hours worked after straight time

2.1.3. Premium:

2.1.3.1. Monday through Friday after ten (10) hours worked

2.1.3.2. Saturday and Sunday

2.1.3.3. Holidays

2.1.3.3.1. New Year's Day, Martin Luther King Day, Friday Before President's Day, Presidents Day, Friday before Memorial Day, Memorial Day, Independence Day, Friday before Labor Day, Labor Day, Thanksgiving Day, and day after Thanksgiving, Christmas Day.

2.1.3.3.2. 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.

2.2. 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).  
<https://www.gsa.gov/travel-resources>
  - 3.2.2.2. 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.

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**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.