



APPROVED

by Council

11-21-17

AGENDA ITEM #: 12.83

AGENDA REPORT

Date: November 21, 2017

To: City Manager for Council Action

From: Chief Electric Utility Officer

Subject: Approval of an Agreement for the Performance of Services with Quality Assurance Engineering, Inc. dba Consolidated Engineering Laboratories for Inspection and Materials Testing Services for Various Electric Substation Projects

EXECUTIVE SUMMARY

The City of Santa Clara's Electric Department, Silicon Valley Power (SVP), is undertaking a significant capital construction program for electric transmission, substation and distribution facilities over the next several years. This work is necessary to meet customer demands for increased electric load while maintaining SVP's high service.

The City's Building Inspection Division requires materials testing and special construction inspections during certain stages of construction. In response to the increased construction need to meet customer requests, SVP sought supplemental assistance and issued an RFP for Material Testing and Special Construction Inspections associated with civil construction. SVP received five (5) proposals outlining each firm's qualifications and experience. The proposals were reviewed against a comprehensive scorecard evaluating each specific area of the RFP. Each proposal was ranked on the firm's demonstrated ability to successfully perform the work as outlined in the RFP. Quality Assurance Engineering, Inc. dba Consolidated Engineering Laboratories (CEL) was scored as the firm that best met the requirements based on the RFP's criteria.

Staff recommends that an Agreement for the Performance of Services be executed with Quality Assurance Engineering, Inc. dba Consolidated Engineering Laboratories (CEL) for on-call material testing and inspection services pertaining to substation, transmission and distribution facilities over the next three years. A copy of the Agreement for the Performance of Services with Quality Assurance Engineering, Inc. dba Consolidated Engineering Laboratories can be viewed on the City's website and is available in the City Clerk's Office for review during normal business hours.

ADVANTAGES AND DISADVANTAGES OF ISSUE

Utilizing a qualified testing and inspection firm such as CEL will provide for efficiencies and consistency to meet the special construction inspection requirements of the Building Inspection Division. No disadvantages were identified with this issue.

ECONOMIC/FISCAL IMPACT

This Agreement shall not exceed \$250,000.00 over a three year term. Staff anticipates spending \$75,000.00 in the first year of this agreement, and sufficient funds are available in the following Electric Departments Capital Projects: Great America Streetlight Replacement, 534-1361-80300-2875-00019-37300 (\$10,000); New Business Estimate Work 591-1361-80300-2005-00005-36600 (\$10,000); Distribution Capital Maintenance and Betterments, 591-1361-80300-2006-00037-36600 (\$25,000); De La Cruz Junction Substation 60kV 591-1361-80300-2116-00037-35400 (\$10,000); Transmission System Reinforcements 591-1361-80300-2124-00037-35400 (\$10,000) and Relocation of Electric Crossings for CALTrain, 591-1361-80300-2421-00042-35400 (\$10,000).

RECOMMENDATION


That Council approve, and authorize the City Manager to execute, an Agreement for the Performance of Services with Quality Assurance Engineering, Inc. dba Consolidated Engineering Laboratories, in an amount not to exceed \$75,000 for the first year of the Agreement and a total not to exceed \$250,000 over the three year term, for inspection and materials testing services for various electric substation projects.


John C. Roukema
Chief Electric Utility Officer

OK PL
Certified as to Availability of Funds:

534-1361-80300-2875	\$10,000
591-1361-80300-2005	\$10,000
591-1361-80300-2006	\$25,000
591-1361-80300-2116	\$10,000
591-1361-80300-2124	\$10,000
591-1361-80300-2421	\$10,000

APPROVED:


Deanna J. Santana
City Manager


Angela Kraetsch
Acting Director of Finance

Documents Related to this Report:

- 1) Agreement for the Performance of Services with Quality Assurance Engineering, Inc., dba Consolidated Engineering Laboratories

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
QUALITY ASSURANCE ENGINEERING, INC. DBA CONSOLIDATED
ENGINEERING LABORATORIES**

PREAMBLE

This agreement for the performance of services ("Agreement") is by and between Quality Assurance Engineering, Inc. DBA Consolidated Engineering Laboratories, a California corporation, with its principal place of business located at 2001 Crow Canyon Road, Suite 100, San Ramon, CA 94583 ("Contractor"), and 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"). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. City desires to secure professional services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services"; and
- 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 PROVISIONS

1. EMPLOYMENT OF CONTRACTOR.

City hereby employs Contractor to perform services set forth in this Agreement. To accomplish that end, City may assign a Project Manager to personally direct the Services to be provided by Contractor and will notify Contractor in writing of City's choice. City shall pay for all such materials and services provided which are consistent with the terms of this Agreement.

2. SERVICES TO BE PROVIDED.

Except as specified in this Agreement, Contractor shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise (collectively referred to as "Services") to satisfactorily complete the work required by City at his/her own risk and expense. Services to be provided to City are

more fully described in Exhibit A entitled "SCOPE OF SERVICES." All of the exhibits referenced in this Agreement are attached and are incorporated by this reference.

3. COMMENCEMENT AND COMPLETION OF SERVICES.

- A. Contractor shall begin providing the services under the requirements of this Agreement upon receipt of written Notice to Proceed from City. Such notice shall be deemed to have occurred three (3) calendar days after it has been deposited in the regular United States mail. Contractor shall complete the Services within the time limits set forth in the Scope of Services or as mutually determined in writing by the Parties.
- B. When City determines that Contractor has satisfactorily completed the Services, City shall give Contractor written Notice of Final Acceptance. Upon receipt of such notice, Contractor shall not incur any further costs under this Agreement. Contractor may request this determination of completion be made when, in its opinion, the Services have been satisfactorily completed. If so requested by the contractor, City shall make this determination within fourteen (14) days of its receipt of such request.

4. QUALIFICATIONS OF CONTRACTOR - STANDARD OF WORKMANSHIP.

Contractor represents and maintains that it has the necessary expertise in the professional calling necessary to perform 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.

The plans, designs, specifications, estimates, calculations, reports and other documents furnished under Exhibit A shall be of a quality acceptable to City. The criteria for acceptance of the work provided under this Agreement shall be a product of neat appearance, well organized, that is technically and grammatically correct, checked and having the maker and checker identified. The minimum standard of appearance, organization and content of the drawings shall be that used by City for similar projects.

5. 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 the Effective Date of this Agreement and terminate on September 30, 2020.

6. MONITORING OF SERVICES.

City may monitor the Services performed under this Agreement to determine whether Contractor's operation conforms to City policy and to the terms of this Agreement. City may also monitor the Services to be performed to determine whether financial operations are conducted in accord with applicable City, county, state, and federal requirements. If

any action of Contractor constitutes a breach, City may terminate this Agreement pursuant to the provisions described herein.

7. WARRANTY.

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

8. PERFORMANCE OF SERVICES.

Contractor shall perform all requested services in an efficient and expeditious manner and shall work closely with and be guided by 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. Contractor will perform all Services in a safe manner and in accordance with all federal, state and local operation and safety regulations.

9. BUSINESS TAX LICENSE REQUIRED.

Contractor must comply with Santa Clara City Code section 3.40.060, as that section may be amended from time to time or renumbered, which requires that any person who transacts or carries on any business in the City of Santa Clara pay business license tax to the City. A business tax certificate may be obtained by completing the Business Tax Affidavit Form and paying the applicable fee at the Santa Clara City Hall Municipal Services Division.

10. RESPONSIBILITY OF CONTRACTOR.

Contractor shall be responsible for the professional quality, technical accuracy and coordination of the Services furnished by it under this Agreement. Neither City's review, acceptance, nor payments for any of the Services required under this Agreement shall be construed 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 and Contractor shall be and remain liable to City in accordance with applicable law for all damages to City caused by Contractor negligent performance of any of the Services furnished under this Agreement.

Any acceptance by City of plans, specifications, construction contract documents, reports, diagrams, maps and other material prepared by Contractor shall not in any respect absolve Contractor from the responsibility Contractor has in accordance with customary standards of good professional practice in compliance with applicable federal, state, county, and/or municipal laws, ordinances, regulations, rules and orders.

11. COMPENSATION AND PAYMENT.

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

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.

12. TERMINATION OF AGREEMENT.

Either Party may terminate this Agreement without cause by giving the other Party written notice ("Notice of Termination") which clearly expresses that Party's intent to terminate the Agreement. Notice of Termination shall become effective no less than thirty (30) calendar days after a Party receives such notice. After either Party terminates the Agreement, Contractor shall discontinue further services as of the effective date of termination, and City shall pay Contractor for all Services satisfactorily performed up to such date.

13. NO ASSIGNMENT OR SUBCONTRACTING OF AGREEMENT.

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.

14. 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.

15. 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, however, to manage its employees in their performance of Services under this Agreement. Contractor is not authorized to bind City to any contracts or other obligations.

16. NO PLEDGING OF CITY'S CREDIT.

Under no circumstances shall Contractor have the authority or power to pledge the credit of City or incur any obligation in the name of City. Contractor shall save and hold harmless the City, its City Council, its officers, employees, boards and commissions for expenses arising out of any unauthorized pledges of City's credit by Contractor under this Agreement.

17. 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.

18. USE OF CITY NAME OR EMBLEM.

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

19. OWNERSHIP OF MATERIAL.

All material, including information developed on computer(s), which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports 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.

20. 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 three (3) 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 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.

21. CORRECTION OF SERVICES.

Contractor agrees to correct any incomplete, inaccurate or defective Services at no further costs to City, when such defects are due to the negligence, errors or omissions of Contractor.

22. FAIR EMPLOYMENT.

Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, gender, sexual orientation, age, disability, religion, ethnic background, or marital status, in violation of state or federal law.

23. HOLD HARMLESS/INDEMNIFICATION.

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 reasonable attorney's fees in providing a defense to any claim arising therefrom, for which City shall become liable arising from Contractor's negligent, reckless or wrongful acts, errors, or omissions with respect to or in any way connected with the Services performed by Contractor pursuant to this Agreement.

24. 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 with respect to employees and vehicles assigned to the Performance of Services under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined in Exhibit C.

25. AMENDMENTS.

This Agreement may be amended only with the written consent of both Parties.

26. INTEGRATED DOCUMENT.

This Agreement represents the entire agreement between City and Contractor. No other understanding, agreements, conversations, or otherwise, with any representative of City prior to execution of this Agreement shall affect or modify any of the terms or obligations of this Agreement. Any verbal agreement shall be considered unofficial information and is not binding upon City.

27. 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.

28. 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.

29. NOTICES.

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

City of Santa Clara
Attention: Electric Department
1500 Warburton Avenue
Santa Clara, California 95050
or by facsimile at (408) 244-2990

And to Contractor addressed as follows:

Quality Assurance Engineering, Inc. DBA Consolidated Engineering Laboratories
2001 Crows Canyon Road, Suite 100
San Ramon, CA 94583
or by facsimile at (888) 222-7132

If notice is sent via facsimile, a signed, hard copy of the material shall also be mailed. The workday the facsimile was sent shall control the date notice was deemed given if there is a facsimile machine generated document on the date of transmission. A facsimile transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following Monday.

30. CAPTIONS.

The captions of the various sections, paragraphs and subparagraphs of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

31. LAW GOVERNING CONTRACT 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.

32. DISPUTE RESOLUTION.

A. Unless otherwise mutually agreed to by the Parties, any controversies between Contractor and City regarding the construction or application of this Agreement, and claims arising out of this Agreement or its breach, shall be submitted to mediation within thirty (30) days of the written request of one Party after the service of that request on the other Party.

- B. The Parties may agree on one mediator. If they cannot agree on one mediator, the Party demanding mediation shall request the Superior Court of Santa Clara County to appoint a mediator. The mediation meeting shall not exceed one day (eight (8) hours). The Parties may agree to extend the time allowed for mediation under this Agreement.
- C. The costs of mediation shall be borne by the Parties equally.
- D. For any contract dispute, mediation under this section is a condition precedent to filing an action in any court. In the event of mediation which arises out of any dispute related to this Agreement, the Parties shall each pay their respective attorney's fees, expert witness costs and cost of suit through mediation only. If mediation does not resolve the dispute, the Parties agree that the matter shall be litigated in a court of law, and not subject to the arbitration provisions of the Public Contracts Code.

33. COMPLIANCE WITH ETHICAL STANDARDS.

Contractor shall:

- A. Read Exhibit D, entitled "ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA"; and,
- B. Execute Exhibit E, entitled "AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS."

34. AFFORDABLE CARE ACT OBLIGATIONS

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.

35. PREVAILING WAGES.

35.1. Labor Code Compliance. Contractor must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. Contractor agrees to include prevailing wage requirements in its contracts for the Project.

35.2. Requirements in Subcontracts. Contractor shall require its contractors to include prevailing wage requirements in all subcontracts funded by this Agreement. Subcontracts shall include all prevailing wage requirements set forth in Contractor's contracts.

36. CONFLICT OF INTERESTS.

This Agreement does not prevent either Party from entering into similar agreements with other parties. To prevent a conflict 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.

37. PROGRESS SCHEDULE.


The Progress Schedule will be as set forth in the attached Exhibit F, entitled "MILESTONE SCHEDULE" if applicable.

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; and, the Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.


The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. The Effective Date is the date that the final signatory executes the Agreement. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:



BRIAN DOYLE
Interim City Attorney

ATTEST: 
ROD DIRIDON, JR.
City Clerk

Dated: 11/28/17

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

"CITY"

**QUALITY ASSURANCE ENGINEERING, INC. DBA CONSOLIDATED
ENGINEERING LABORATORIES**
a California corporation

Date: 10/26/17

By: CHARLIE BRICE
Title: Chief Financial Officer
Address: 2001 Crow Canyon Road, Ste. 100
San Ramon, CA 94583
Telephone: (925) 314-7100
Fax: (888) 222-7132

"CONTRACTOR"

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
QUALITY ASSURANCE ENGINEERING, INC. DBA CONSOLIDATED
ENGINEERING LABORATORIES**

EXHIBIT A

SCOPE OF SERVICES

The Services to be performed for the City by the Contractor under this Agreement are to provide Inspection and Material Testing Services as set forth in the attached document entitled “Various Electric Substation Inspection Service Fee Proposal” from Contractor’s proposal entitled “Inspection and Materials Testing Services for Various Electric Substation Projects,” dated June 30, 2017, (“Proposal”).

**REQUEST FOR PROPOSAL FOR INSPECTION AND
MATERIALS TESTING SERVICES**

ATTACHMENT F

Various Electric Substation Inspection Services Fee Proposal

DESCRIPTION	QUANTITY	UNIT RATE	SUBTOTAL
GEOTECHNICAL ENGINEER OF RECORD			
Building Pad Preparation			
Technician	60 Hours	\$81.00	\$4,860.00
Lab, Max Density/Opt Moisture	2 Each	\$215.00	\$430.00
Site Work			
Underground utility backfill, vault backfilling, subgrade prep, base rock and AC	200 Hours	\$81.00	\$16,200.00
Lab, Max Density/Opt Moisture	2 Each	\$215.00	\$430.00
Consultation, Final, Field Daily Review, Foundation Excavation Observations			
Consultation, letters, PM, Drilled Pier Observation, Admin.	132 Hours	\$100.00	\$13,200.00
SUBTOTAL			\$35,120.00
REINFORCED CONCRETE			
Mix Design Review	2 Each	\$100.00	\$200.00
Reinforcing Steel	60 Hours	\$77.00	\$4,620.00
Concrete Placement and Sampling	105 Hours	\$77.00	\$8,085.00
Compression Tests	90 Each/ 5 Cylinders per set	\$16.00	\$1,440.00
Sample Pick-ups	10 Trips	\$16.00	\$160.00
SUBTOTAL			\$14,505.00
MASONRY			
Mix Design Review	2 each	\$100.00	\$200.00
Masonry Placement Inspection	300 Hours	\$78.00	\$23,400.00
Composite Prisms	9 Each/ 3 sets	\$50.00	\$450.00
Grout Compression Tests	160 Each/40 sets	\$16.00	\$2,560.00
Mortar Compression Tests	164 Each/41 sets	\$16.00	\$2,624.00
Sample Pick-ups	30 Trips	\$16.00	\$480.00
SUBTOTAL			\$29,714.00
STRUCTURAL STEEL			
Field Welding Inspection	120 Hours	\$77.00	\$9,240.00
SUBTOTAL			\$9,240.00
POST-INSTALLED ANCHORS			
Placement of Post-Installed Anchors	8 Hours	\$77.00	\$616.00
SUBTOTAL			\$616.00
MISCELLANEOUS			
Final Affidavit (1 per Permit)		\$400.00	\$400.00
Project Engineering and Management Fee	5% of Fees		\$4,479.75
GRAND TOTAL			\$94,074.75

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EXHIBIT B

FEE SCHEDULE

In no event shall the amount billed to City by Contractor for services under this Agreement exceed two hundred fifty thousand dollars (\$250,000.00), subject to budget appropriations.

See attached Rate Sheets



SILICON VALLEY POWER FEE SCHEDULE CONSTRUCTION INSPECTION AND MATERIALS TESTING

10% Discount Applied

Effective June 1, 2017 through July 31, 2018

ENGINEERING SERVICES	UNIT RATE	UNIT
Principal/Principal Engineer	\$ 180.00	hour
Geotechnical Engineer	\$ 162.00	hour
Senior Engineer	\$ 162.00	hour
Project Engineer/Geologist	\$ 135.00	hour
Staff Engineer	\$ 117.00	hour
Assistant Engineer	\$ 108.00	hour
Field Supervisor	\$ 108.00	hour
INSPECTION SERVICES	UNIT RATE	UNIT
ICC/AWS Inspector with NDT Equipment	\$ 77.00	hour
ICC/AWS Inspector (Visual Only)	\$ 77.00	hour
ICC Certified Inspector	\$ 77.00	hour
Proofload Testing/Anchor Installation Inspector	\$ 77.00	hour
Inspector/Field Technician's Basic Hourly Rate	\$ 77.00	hour
Mechanical	\$ 97.20	hour
Electrical	\$ 97.20	hour
Plumbing Inspector	\$ 97.20	hour
OSHPD IFC Premier Certified Firestop Inspector	\$ 108.00	hour
Soils Inspector with Nuclear Gauge (Portal-to-Portal Charges Apply)	\$ 81.00	hour
SPECIALIZED SERVICES	UNIT RATE	UNIT
Pachometer	\$ 99.00	hour
In-Place Brick Shear Tests (Masonry) - Two-Person Crew (4-hour minimum)	\$ 162.00	hour
Ground Penetrating Radar (GPR)		
- One Man Crew	\$ 180.00	hour
- Two Man Crew	\$ 270.00	hour
Floor Flatness Testing:		
- Surveying/Inspection	\$ 135.00	hour
Phased Array Technician	\$ 121.50	hour
Profileograph Technician	\$ 121.50	hour
Profileograph Equipment	Quotation on Request	
CORING SERVICES	UNIT RATE	UNIT
Coring Machine Operator	\$ 117.00	hour
Helper (add per hour)	\$ 63.00	hour
Diamond Drill Bit Charges, per inch to 5"	\$ 7.20	inch
Diamond Drill Bit Charges, per inch 6" and over	Quotation on Request	
CONCRETE	UNIT RATE*	UNIT
Concrete Mix Design Review	\$ 100.00	each
Trial Batches, Prepared in Laboratory C192	\$ 810.00	each
Length Change of Concrete (Shrinkage), set of 3, ASTM C157, CT 530	\$ 360.00	each
Compression, 6X12 Cylinders, ASTM C 39, CT 521	\$ 16.00	each
Compression 4x8 Cylinders ASTM C 39	\$ 16.00	each



CONSOLIDATED ENGINEERING LABORATORIES

Compression, Core (including end preparation), ASTM C 42	\$	85.50	each
Compression, 3X6 Cylinders Lightweight Insulating Concrete, ASTM C 495	\$	72.00	each
Grout Compression, 2X2 Cubes, each age, ASTM C 109	\$	58.50	each
Epoxy Grout 2x2 Cube Compression ASTM C 579	\$	36.00	each
Cylinders, Stored 60 days (hold cylinders)	\$	36.00	each
Splitting Tensile Strength, 6X12 Cylinders, ASTM C 496	\$	90.00	each
Unit Weight of Concrete Cylinders, ASTM C 567	\$	72.00	each
Unit Weight of Lightweight Insulating Concrete, ASTM C 495	\$	72.00	each
Compression Test of Lightweight Insulating Concrete, ASTM C 495	\$	72.00	each
Flexural Strength of Concrete, ASTM C 78	\$	171.00	each
Shotcrete Pre-Production Panel Evaluation, Up to 12" Thick	\$	900.00	each
Shotcrete Pre-Production Panel Evaluation, 12" to 24" Thick	\$	1,350.00	each
Shotcrete Panel Core Compression Test, ASTM C 42	\$	108.00	each
Chloride Ion Content, AASHTO T260	\$	180.00	each

SOIL MECHANICS **UNIT RATE*** **UNIT**

Moisture/Density Curve			
Standard Proctor ASTM D 698	\$	193.50	each
Modified Proctor ASTM D 1557	\$	193.50	each
Checkpoint (ASTM or Caltrans)	\$	130.50	each
California Impact, CT 216	\$	279.00	each
Rock Correction for Oversize Material, ASTM D4718/CT216	\$	90.00	each

Sieve Analysis

Bulk Sample Gradation, ASTM C 136/C117/CT202	\$	162.00	each
Material Finer than #200 Sieve, ASTM C 117	\$	189.00	each

Soil Mechanics

Soils Classification, ASTM D 2487	\$	315.00	each
"R" Value, ASTM D 2844/CT 301	\$	360.00	each
Sand Equivalent, ASTM D 2419/CT 217	\$	117.00	each
Liquid Limit, Plastic Limit, & P.I. Atterberg Limits ASTM D4318	\$	153.00	each
California Bearing Ratio, 1 pt. (ASTM D1883)	\$	202.50	each
California Bearing Ratio, 3 pt. (ASTM D1883)	\$	472.50	each
California Bearing Ratio, 3 pt. (ASTM D1883) w/ 96 hour soak	\$	495.00	each
Moisture-Density Sample Tubes ASTM D2937	\$	58.50	each

AGGREGATES **UNIT RATE*** **UNIT**

Sieve Analysis, Bulk Sample Gradation (Coarse & Fine), ASTM C136/C117/CT202	\$	162.00	each
Sieve Analysis, Material Finer than #200 Sieve, ASTM C 117/CT202	\$	76.50	each
Sieve Analysis, Coarse Agg (3" to #4), ASTM C136/CT202	\$	144.00	each
Sieve Analysis, Fine Agg (#4 to #200), ASTM C136/CT202	\$	144.00	each
Specific Gravity (Coarse), ASTM C 127/CT 206	\$	117.00	each
Specific Gravity (Fine), ASTM C 128/CT 207	\$	135.00	each
Absorption, Coarse Agg or Fine Agg , ASTM C 127/ASTM C 128	\$	90.00	each
Organic Impurities in Concrete Sand, ASTM C 40/ CT213	\$	90.00	each
L.A. Rattler, ASTM C 131 or C535/CT 211 (500 rev)	\$	225.00	each
Clay Lumps & Friable Particles ASTM C142	\$	135.00	each
Fractured Particles in Coarse Agg ASTM D5821	\$	148.50	each
Lightweight Particles in Aggregate ASTM C123	\$	117.00	each
Staining of Lightweight Aggregate ASTM C641	\$	225.00	each



CONSOLIDATED ENGINEERING LABORATORIES

Sulfate Soundness (per sieve size), ASTM C 88	\$	135.00	each
Unit Weight of Aggregates, ASTM C 29	\$	90.00	each
% Crushed Particles, CT 205	\$	225.00	each
Cleanness Value, CT 227	\$	135.00	each
Sand Equivalent, ASTM D 2419/CT 217	\$	117.00	each
Durability Index (Coarse or Fine Agg) ASTM D 3744/CT 229	\$	162.00	each
Moisture Content of Aggregate ASTM C566	\$	45.00	each
Potential Alkali Reactivity of Aggregates ASTM C1260	\$	855.00	each
C33 Coarse Aggregate Qualification Testing (ASTM C33)	\$	3,060.00	each
C33 Fine Aggregate Qualification Testing (ASTM C33)	\$	2,790.00	each

HOT MIX ASPHALT (HMA)	UNIT RATE*	UNIT
Bulk Sp. Gravity of Compacted HMA (Plant Mix) ASTM D2726/ CT 304, CT308	\$	162.00 each
Bulk Sp. Gravity of Compacted HMA (Lab Mix) ASTM D2726/ CT 304, CT308	\$	135.00 each
Theoretical Max Spec. Gravity (Rice Density) ASTM D2041/ CT 309	\$	148.50 each
Stabilometer Value including Compaction, ASTM D1560/ CT 366, per point	\$	180.00 each
Asphalt Content (Ignition Oven Method) ASTM D 6307/ CT382	\$	171.00 each
Ignition Oven Calibration Factor ASTM D6307/ CT382	\$	243.00 each
Asphalt Content (Solvent Extraction Method) ASTM D2172	\$	225.00 each
Sieve Analysis of Extracted Aggregate, ASTM D5444/CT 202	\$	153.00 each
Caltrans Complete HMA Tests (Rice or BSG, S-Value, Ignition, Extracted Gradation)	\$	855.00 each
Marshall Compaction (Lab Mix), set of 3, ASTM D 6926	\$	346.50 each
Marshall Compaction (Plant Mix), set of 3, ASTM D 6926	\$	243.00 each
Marshall Flow and Stability, per point, ASTM D 6926	\$	76.50 each
Effect of Moisture on AC (Tensile Strength Ratio) ASTM D4867/ CT 371	\$	1,620.00 each
Swell of Bituminous Mixtures, CT 304/305	\$	202.50 each

ASPHALTIC CEMENT	UNIT RATE*	UNIT
Penetration of Bituminous Materials at 77°F, ASTM D5/AASHTO T49	\$	63.90 each
Penetration of Bituminous Materials at 32°F to 158°F, ASTM D 5/AASHTO T49	\$	94.50 each
Kinematic Viscosity of Asphalt, ASTM D 2170/AASHTO T201	\$	153.00 each
Absolute Viscosity of Asphalt, ASTM D2170/AASHTO T201	\$	153.00 each
Viscosity (Asphalt Institute Method)	\$	175.50 each
Rolling Thin Film Test, ASTM 2872/Cal 346/AASHTO T240	\$	162.00 each
Residue by Evaporation, ASTM D244/AASHTO T59	\$	198.00 each
Extraction and Recovery, ASTM D2172/ASTM D 1856	\$	765.00 each

MASONRY	UNIT RATE*	UNIT
Concrete Blocks		
Compression, Gross Area, ASTM C 140	\$	99.00 each
Compression, Gross Area, Unusual Shape, ASTM C 67	\$	99.00 each
Compression, Net Area, ASTM C 140	\$	90.00 each
Absorption and Moisture, ASTM C 140	\$	135.00 each
Linear Shrinkage ASTM C 426	\$	144.00 each
Dimensional Measurement of Masonry Units ASTM C 140	\$	58.50 each
Bricks		
Absorption, with saturation Coefficient, ASTM C 67	\$	99.00 each
Compression, ASTM C 67	\$	76.50 each
Modulus of Rupture, ASTM C 67	\$	36.00 each



CONSOLIDATED ENGINEERING LABORATORIES

Grout

Compression, Grout Prisms, ASTM C 1019	\$	16.00	each
Compression, Mortar Cylinders, ASTM C 780	\$	16.00	each
Compression, Composite Prisms, ASTM C 1314	\$	45.00	each
Compression, Masonry Core, ASTM C 140	\$	67.50	each
Shear, Masonry Core, CCR Title 24	\$	90.00	each
Mortar Molds, ASTM C 470	\$	5.85	each

REINFORCING STEEL - ASTM A 615/A706

UNIT RATE* UNIT

Tensile Strength and Bend Test

Samples, Size #3 - #10	\$	90.00	each
Samples, Size #11	\$	126.00	each
Samples, Size #14	\$	315.00	each
Samples, Size #18 (Full Section)	\$	495.00	each

REINFORCING STEEL - ASTM A 615/A706

UNIT RATE* UNIT

Tensile Strength and Bend Test

Samples, Size #3 - #10	\$	90.00	each
Samples, Size #11	\$	126.00	each
Samples, Size #14	\$	315.00	each
Samples, Size #18 (Full Section)	\$	495.00	each

PRESTRESSING STEEL - ASTM A 416

UNIT RATE* UNIT

Uncoated 7 Wire Strand, 1/4" to 1/2"

Yield Strength, Breaking Strength, and Elongation (Note: for Vinyl Coated Strands, add \$ 45.00 per test; for Modulus of Elasticity, add \$ 45.00 per test)	\$	270.00	each
Breaking Strength Only	\$	175.50	each

STRUCTURAL STEEL (mild steel not over one inch thick)

UNIT RATE* UNIT

Tensile Strength, ASTM A 370 (test only)

Samples, Under 1-1/2 square inch in cross section	\$	112.50	each
Samples, 1-1/2 square inch and over in cross section	\$	157.50	each

Chemical Analysis \$ 99.00 each

Bending \$ 76.50 each

Anchor Bolts, ASTM F1554, tensile \$ 180.00 each

High Strength Bolts, Nuts, and Washers, ASTM A 325, A 490, A 449

Bolt Assembly Test	\$	234.00	each
Bolts Proof Load and Ultimate	\$	99.00	each
Nuts Proof Load	\$	54.00	each
Hardness (Rockwell)	\$	27.00	each

WELDMENT TESTING (mild steel not over one inch thick)

UNIT RATE* UNIT

Transverse Tensile \$ 108.00 each

Transverse Side Bend \$ 72.00 each

Transverse Root and Face Bend \$ 72.00 each

Macroetch \$ 72.00 each

0.505" Tensile Specimen \$ 112.50 each

Charpy V-Notch Specimen Quotation on Request

Preparation of WPS, PQR, or Welder Certificate \$ 112.50 each

NONDESTRUCTIVE TESTING

UNIT RATE UNIT

Radiography

Radiographic Testing-Weld Procedure Qualification (physical testing not included)	\$	495.00	each
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**CONSOLIDATED ENGINEERING
LABORATORIES**

Consultation	\$	117.00	hour
One-Person Crew	\$	117.00	hour
Film	\$	18.00	ea
Magnetic Particle Level III (ASNT)	\$	117.00	hour
Magnetic Particle Level II (ASNT)	\$	97.20	hour
Ultrasonic Level III (ASNT)	\$	117.00	hour
Ultrasonic Level II (ASNT)	\$	97.20	hour
Dye Penetrant Level III (ASNT)	\$	117.00	hour
Dye Penetrant Level II (ASNT)	\$	97.20	hour
ROOFING		UNIT RATE*	UNIT
Ply Count and Asphalt by Difference, ASTM D 2829	\$	135.00	each
Weight Analysis, ASTM D 2829	\$	72.00	each
FIREPROOFING		UNIT RATE*	UNIT
Density of Sprayed on Fireproofing, ASTM E 605/UBC 43-8	\$	67.50	each
Cohesion/Adhesion, ASTM E 736	\$	67.50	each
FIRE/LIFE SAFETY SYSTEMS		UNIT RATE*	UNIT
Fire/Life Safety Systems Inspection	\$	97.20	hour
Mechanical Engineer	\$	220.50	hour
Staff Engineer	\$	162.00	hour
Final Affidavit (Request 6 Working Days Advance Notice)	Quotation on Request		
GEOTEXTILE FABRIC		UNIT RATE*	UNIT
Tensile Strength by Grab Method	\$	333.00	each
Puncture Resistance, Index, ASTM D 4833	\$	228.60	each
Trapezoidal Tear	\$	252.90	each
Mass Per Unit Area, ASTM D 3776	\$	169.20	each
Simulated Asphalt Retention, ASTM D 4830	\$	416.70	each
Unit Weight Analysis, ASTM S 2329	\$	72.00	each
Ply Count and Void Analysis, ASTM D 2329	\$	135.00	each
CEMENT		UNIT RATE*	UNIT
Storage of Grab Sample, 60 days	\$	19.80	each
Cement Content of Hardened Concrete, ASTM C 1084	\$	2,214.00	each
GFRC PANEL TEST		UNIT RATE*	UNIT
Flexural Testing, per P.C.I Recommended Practice	\$	63.90	each
Pullout Testing of Anchors, per P.C.I. Recommended Practice	\$	104.40	each
Fiberwrap Testing (ASTM D3039)	\$	549.00	set
SPECIALTY GEOTECHNICAL TESTING		UNIT RATE	UNIT
Sieve Analysis, Minus #200 by Wash ASTM D1140	\$	72.00	each
Consolidation (ASTM D2435, D4546)	\$	162.00	each
Time-Consolidation (ASTM D2435)	\$	72.00	each
Collapse/Swell (ASTM D4546)	\$	85.50	each
Unconfined Compressive Strength (ASTM D2166)	\$	99.00	each
Direct Shear (3 pt.)	\$	900.00	each
California Bearing Ratio, 1 pt. (ASTM D1883)	\$	225.00	each
California Bearing Ratio, 3 pt. (ASTM D1883)	\$	540.00	each
Water Soluble Sulfate	\$	50.40	each
pH (ASTM D4972)	\$	67.50	each
Lab Resistivity	\$	83.70	each



CONSOLIDATED ENGINEERING LABORATORIES

MISCELLANEOUS GEOTECHNICAL CHARGES		UNIT RATE	UNIT
Vehicle Charges (Over 40-Mile Radius)			
Truck, 2-Wheel Drive	\$	0.50	mile
Truck, 4-Wheel Drive	\$	0.60	mile
All Other Direct Project Expenses (such as contract drilling and backhoe services, special equipment rental, commercial travel, protective clothing, shipping, etc.)			Cost + 15%
Clerical Services	\$	70.20	hour
MISCELLANEOUS TESTS & INSPECTIONS		UNIT RATE	UNIT
Calibration of Hydraulic Rams	\$	225.00	each
Universal Testing Machine with Technician	\$	247.50	hour
Instron Testing Machine with Technician	\$	247.50	hour
Windsor Test Probes			Quotation on Request
Weld Procedure Review	\$	100.00	each
Expert Witness	\$	3,000.00	day
BASIS OF CHARGES		UNIT RATE	UNIT
<i>The proposed unit rates will be in effect through July 31, 2018. Thereafter, the unit rates are subject to an annual increase of four percent (4%) per year to mitigate the annual operating cost increases.</i>			
Work Over 8 Hours Per Day			Time and One-Half
Work Over 12 Hours, Monday through Friday			Double Time
Work on Saturdays			Time and One-Half
Work Over 8 Hours on Saturday			Double Time
Work on Sundays/Holidays			Double Time
Swing or Graveyard Shift Premium	\$	12.50	hour
Work from 0 to 4 Hours			4-Hour Minimum Billing
Work from 4 to 8 Hours			8-Hour Minimum Billing
Show-Up Time			2-Hour Minimum Billing
Sample Pick-Up	\$	16.00	trip
Premium Sample Pick-Up (after 4 PM, before 5 AM, Weekends and Holidays)			2 x Sample Pick-Up Rate
Trip Charge	\$	100.00	trip
Laboratory Testing - Rush Fee			Add 50% to Testing Cost
Technician with Nuclear Gauge			Portal-to-Portal
Final Affidavit per each Applicable Permit (Request 6 working days in advance)	\$	400.00	each
DSA Interim Verified Reports	\$	150.00	each
Extra Copies (Over 4 per Issue Date) of Inspection Reports and Final Affidavit	\$	20.00	each
Reports on CD	\$	150.00	each
Project Engineering and Management			5% of Fees
Credit Card Payment of Fees			2.5% Premium
Reimbursables			Cost + 15%
QA/QC Plan Written Procedures			Quotation on Request
Out of Area Services (Beyond 40-Mile Radius)			As Listed Below:
Travel Time			Basic Hourly Rate
Mileage	\$	0.60	mile
Per-diem, Including Lodging	\$	120.00	day

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EXHIBIT C

INSURANCE REQUIREMENTS

INSURANCE COVERAGE REQUIREMENTS

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

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, non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Contractor and/or its subcontractors involved in such activities shall provide coverage with a limit of two million dollars (\$2,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

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. 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 D of this Exhibit C, above.

E. 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. 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.

F. 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.

G. 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 Electric Department	
P.O. Box 100085 – S2	or 1 Ebix Way
Duluth, GA 30096	John's Creek, GA 30097

Telephone number:	951-766-2280
Fax number:	770-325-0409
Email address:	ctsantaclara@ebix.com

H. 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.

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EXHIBIT D

**ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN
AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA**

Termination of Agreement for Certain Acts.

- A. The City may, at its sole discretion, terminate this Agreement in the event any one or more of the following occurs:
1. If a Contractor¹ does any of the following:
 - a. Is convicted² of operating a business in violation of any Federal, State or local law or regulation;
 - b. Is convicted of a crime punishable as a felony involving dishonesty³;
 - c. Is convicted of an offense involving dishonesty or is convicted of fraud or a criminal offense in connection with: (1) obtaining; (2) attempting to obtain; or, (3) performing a public contract or subcontract;
 - d. Is convicted of any offense which indicates a lack of business integrity or business honesty which seriously and directly affects the present responsibility of a City contractor or subcontractor; and/or,
 - e. Made (or makes) any false statement(s) or representation(s) with respect to this Agreement.

¹ For purposes of this Agreement, the word "Consultant" (whether a person or a legal entity) also refers to "Contractor" and means any of the following: an owner or co-owner of a sole proprietorship; a person who controls or who has the power to control a business entity; a general partner of a partnership; a principal in a joint venture; or a primary corporate stockholder [i.e., a person who owns more than ten percent (10%) of the outstanding stock of a corporation] and who is active in the day to day operations of that corporation.

² For purposes of this Agreement, the words "convicted" or "conviction" mean a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere within the past five (5) years.

³ As used herein, "dishonesty" includes, but is not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, failure to pay tax obligations, receiving stolen property, collusion or conspiracy.

2. If fraudulent, criminal or other seriously improper conduct of any officer, director, shareholder, partner, employee or other individual associated with the Contractor can be imputed to the Contractor when the conduct occurred in connection with the individual's performance of duties for or on behalf of the Contractor, with the Contractor's knowledge, approval or acquiescence, the Contractor's acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval or acquiescence.
- B. The City may also terminate this Agreement in the event any one or more of the following occurs:
1. The City determines that Contractor no longer has the financial capability⁴ or business experience⁵ to perform the terms of, or operate under, this Agreement; or,
 2. If City determines that the Contractor fails to submit information, or submits false information, which is required to perform or be awarded a contract with City, including, but not limited to, Contractor's failure to maintain a required State issued license, failure to obtain a City business license (if applicable) or failure to provide and maintain bonds and/or insurance policies required under this Agreement.
- C. In the event a prospective Contractor (or bidder) is ruled ineligible (debarred) to participate in a contract award process or a contract is terminated pursuant to these provisions, Contractor may appeal the City's action to the City Council by filing a written request with the City Clerk within ten (10) days of the notice given by City to have the matter heard. The matter will be heard within thirty (30) days of the filing of the appeal request with the City Clerk. The Contractor will have the burden of proof on the appeal. The Contractor shall have the opportunity to present evidence, both oral and documentary, and argument.

⁴ Contractor becomes insolvent, transfers assets in fraud of creditors, makes an assignment for the benefit of creditors, files a petition under any section or chapter of the federal Bankruptcy Code (11 U.S.C.), as amended, or under any similar law or statute of the United States or any state thereof, is adjudged bankrupt or insolvent in proceedings under such laws, or a receiver or trustee is appointed for all or substantially all of the assets of Contractor.

⁵ Loss of personnel deemed essential by the City for the successful performance of the obligations of the Contractor to the City.

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EXHIBIT E

AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS

I hereby state that I have read and understand the language, entitled "Ethical Standards" set forth in Exhibit D. I have the authority to make these representations on my own behalf or on behalf of the legal entity identified herein. I have examined appropriate business records, and I have made appropriate inquiry of those individuals potentially included within the definition of "Contractor" contained in Ethical Standards at footnote 1.

Based on my review of the appropriate documents and my good-faith review of the necessary inquiry responses, I hereby state that neither the business entity nor any individual(s) belonging to said "Contractor" category [i.e., owner or co-owner of a sole proprietorship, general partner, person who controls or has power to control a business entity, etc.] has been convicted of any one or more of the crimes identified in the Ethical Standards within the past five (5) years.

The above assertions are true and correct and are made under penalty of perjury under the laws of the State of California.

QUALITY ASSURANCE ENGINEERING, INC. DBA
CONSOLIDATED ENGINEERING LABORATORIES

A California corporation

By: Charlie Brice

Name: CHARLIE BRICE

Title: Chief Financial Officer

NOTARY'S ACKNOWLEDGMENT TO BE ATTACHED

Please execute the affidavit and attach a notary public's acknowledgment of execution of the affidavit by the signatory. If the affidavit is on behalf of a corporation, partnership, or other legal entity, the entity's complete legal name and the title of the person signing on behalf of the legal entity shall appear above. Written evidence of the authority of the person executing this affidavit on behalf of a corporation, partnership, joint venture, or any other legal entity, other than a sole proprietorship, shall be attached.

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EXHIBIT F

MILESTONE SCHEDULE

(Not Applicable)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Contra Costa)

On Sept 17, 2017 before me, Tracy Hooper, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Charlie Brice
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Tracy Hooper
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: 10-33338PW Document Date: Exhibit E

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____