AMENDMENT NO. 1
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
NINYO & MOORE
GEOTECHNICAL & ENVIRONMENTAL SCIENCES CONSULTANTS

PREAMBLE

This agreement ("Amendment No. 1") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Ninyo & Moore Geotechnical & Environmental Sciences Consultants, a California Corporation (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties".

RECITALS

A. The Parties previously entered into an agreement entitled "Agreement for Services Between the City of Santa Clara, California, and Ninyo & Moore Geotechnical & Environmental Sciences Consultants, dated April 17, 2023 (Agreement) for the purpose of having Contractor provide on-call materials testing and special inspection services for the City of Santa Clara Electric Utility – Silicon Valley Power (SVP); and

B. The Parties now wish to amend the Agreement to modify the Work Authorization Process and update Exhibit B - Schedule of Fees and Payment Provisions.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. SECTION 1 of the Agreement, entitled "AGREEMENT DOCUMENTS", is amended to read as follows:

   "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 and Payment Provisions

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 6 of EXHIBIT A (SCOPE OF SERVICES) of the Agreement is amended in its entirety to read as follows:

"SECTION 6. WORK AUTHORIZATION PROCESS

6.1 Contractor acknowledges that Contractor is one of multiple firms selected to perform the Services pursuant to separate agreements. The City will award and authorize specific Services as set forth in this Section. The City does not guarantee that any specific work will be awarded under this Agreement.

6.2 Work Request: When Services are required, City will notify contractors under contract for on-call materials testing and special inspection services to provide a proposal for Services. City will provide a description of the Services required, the basis of award, the deadline for response, and any other pertinent information (Work Request).

6.3 Proposal. If Contractor desires to be considered to perform services included in the Work Request, Contractor shall prepare and submit a proposal (Proposal). The Proposal must include all information requested by the City in its Work Request in the format requested by the City and including the following:

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

6.3.2 A project timeline/schedule with discussion of any activities that may impact the project timeline/schedule.

6.3.3 A list of Contractor's personnel and subcontractors including subcontractor Department of Industrial Relations (DIR) number where required.

6.3.4 Any required drawings or documents.

6.3.5 A list of City responsibilities.

6.3.6 An itemized cost proposal showing:

6.3.6.1 Hours and hourly rates by position as listed in Exhibit B. Indicate labor subject to prevailing wage requirements.

6.3.6.2 Subcontractor scope of services or quote including identification of labor subject to prevailing wage requirements.

6.3.6.3 Parts and materials.

6.3.6.4 Laboratory Fees.

6.3.6.5 Rental and/or specialty equipment.

6.3.6.6 Reimbursable expenses, in accordance with the limitations set forth in Exhibit B.

6.3.6.7 Any additional costs such as, but not limited to freight, permits, and fees.

6.3.6.8 A breakdown of materials and labor sufficient to calculate all required taxes.

6.3.6.9 Maximum total cost including any required taxes.

6.3.6.10 All submitted pricing shall be in accordance with the rates authorized in Exhibit B of this Agreement. Contractor shall include sufficient information in their Proposal for the City to determine that rates are in accordance with the Agreement.

6.3.7 Any costs for 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 shall not result in additional cost to the City.

6.3.8 The City will review the Proposal, and may elect to approve it, reject it, or use it as a basis for further negotiations with Contractor.

6.3.9 Contractor must submit a revised Proposal to the City based upon such negotiations.

6.4 Authorization of Work:

6.4.1 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 services as set forth in this Section.

6.4.2 For Proposals with a total cost exceeding $50,000, City will provide approval by executing a Work Authorizations in substantially the same format as Exhibit E ("Work Authorization") and a Purchase Order. Each Work Authorization shall describe the services and deliverables the Contractor must provide, the time limit within which the Contractor must complete the service and deliverables, the system acceptance criteria, warranty provisions, and the maximum compensation for the Work Authorization.

6.4.3 Each Work Authorization shall have a Purchase Order attached to it. 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 Work Authorization.

6.4.4 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 Work Authorization.

6.5 Changes to Work Authorization:

6.5.1 Contractor shall promptly notify the City when a situation occurs that may result in a change to the total project cost or specific line items in a Work Authorization or Purchase Order. Contractor shall submit to the City an updated Proposal for review and approval from the City in advance of performing any additional services. If approved, the City will issue a new or amended Work Authorization (if required pursuant to this Section 6.4.2) or Purchase Order (as applicable) to authorize such additional services.

6.5.2 If the change to the Work Authorization is approved, the City will issue a new or amended Work Authorization (if required pursuant to Section 6.4.2) and/or Purchase Order (as applicable) to authorize such additional services.

6.5.3 Contractor shall not be entitled to additional compensation for issues such as errors in calculation of original pricing, changes in staff, or other changes that are not directly related to changes requested by City.

6.5.4 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.

6.6 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.

6.7 A 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 a Proposal, Work Authorization, Interim Work Order, or Emergency Work Order – even if the Proposal, Work Authorization, Interim Work Order, or Emergency Work Order expressly states that it is intended to control. Any conflicting terms and conditions in a Work Authorization are invalid and unenforceable. The order of precedence is as follows: (1) Agreement including Exhibits, (2) Work Authorization, (3) Purchase Order, and (4) Proposal.

6.8 Each Work Authorization, Purchase Order, Interim Work Order, and Emergency Work Order including those authorizations issued pursuant to Section 6.5.4 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.

6.9 If Contractor begins the Services or fails to dispute a Purchase Order within three (3) business days, Contractor is assumed to have accepted the terms of the Purchase Order.

6.10 The City (through the individuals listed in Section 6.6 or, in the case of Purchase Orders, the Finance Department) may terminate a 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.

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

6.12 Except where the circumstances in Section 6.5.4 apply, Contractor shall not initiate the services and the City will not compensate the Contractor until the City has (1) executed the Work Authorization for such services, when

applicable, (2) issued a Purchase Order, and (3) directed Contractor to perform Services."

3. EXHIBIT B of the Agreement, entitled "SCHEDULE OF FEES", is deleted and replaced with EXHIBIT B SCHEDULE OF FEES AND PAYMENT PROVISIONS, AMENDED NOVEMBER 1, 2024, attached hereto and incorporated into the Agreement.

4. EXHIBIT E of the Agreement, entitled "SAMPLE WORK AUTHORIZATION FORM", is attached hereto and incorporated into the Agreement.

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.

[SIGNATURES ON FOLLOWING PAGE]

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:

Daniel Ballin
Daniel Ballin (Oct 25, 2024 07:49 PDT)

GLEN R. GOOGINS
City Attorney

Dated: 10/29/24

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

"CITY"

NINYO & MOORE GEOTECHNICAL & ENVIRONMENTAL SCIENCES CONSULTANTS
a California corporation

Dated: 10-18-2024
By (Signature):
Name: Peter Connolly
Title: Principal Engineer
Principal Place of Business Address: 2149 O'Toole Ave., Suite 30
San Jose, CA 95131
Email Address: pconnolly@ninyoandmoore.com
Telephone: (408) 435-9000
Fax: (408) 435-9006

"CONTRACTOR"

EXHIBIT B
SCHEDULE OF FEES AND PAYMENT PROVISIONS
AMENDED NOVEMBER 1, 2024

SECTION 1. MAXIMUM COMPENSATION

1.1 The maximum compensation payable to Contractor during the Term shall not exceed the amount in Section 6 of this Agreement.

1.2 The City does not guarantee a minimum compensation under this Agreement.

SECTION 2. RATES

2.1 Rates. Contractor shall submit Proposals and invoice all Services at the rates listed in Appendix B1 - RATES AMENDED NOVEMBER 1, 2024 attached and incorporated by reference.

2.2 Rates listed in Appendix B1 are fully burdened and will remain fixed for the first two (2) years of the Agreement.

2.3 Rate Increase. After the first two years of the Agreement, 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 or Proposals that have not been separately authorized pursuant to this section are not approved.

2.4 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 8 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 8 of Exhibit A, and (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.	Not to exceed 15%

	Reimbursable Expense Schedule	Mark Up
2.	The cost of photographing, printing, reproducing and/or copying any documents or materials.	Not to exceed 15%
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	Not to exceed 15%
5.	Contractor may charge allowable mileage at the prevailing IRS rate per mile. Mileage does not apply to rental cars which may be charged at actual fuel cost only.	Not to exceed 15%
6.	Unless approved in writing (e-mail acceptable) in advance, reimbursement to Contractor (and any subcontractors) for 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.	Not to exceed 15%

SECTION 3. PAYMENT PROVISIONS

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

3.1.1 Invoice Number, 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 (a) that the charges are in accordance with the Work Authorization, (b) that rates listed in Appendix B1 are charged, and (c) where applicable, hours worked can be matched to 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 work.

3.3 Payment Limited to Satisfactory Work. Contractor is not entitled to any payments until the City concludes that the Services and/or any furnished deliverables have been satisfactorily performed.

3.4 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.

3.5 Accurate Invoice: If the invoice submitted by Contractor is not accurate, the invoice will be returned to Contractor to correct and resubmit before payment can be processed.

3.6 Payment If there are no discrepancies or deficiencies in the submitted invoice and Contractor has submitted all required Certified Payroll, City shall process the invoice for payment.

3.7 Confidential. Invoices are not confidential even if marked as confidential when submitted.

APPENDIX B1 - RATES
AMENDED NOVEMBER 1, 2024

TABLE 1 – SCHEDULE OF FEES FOR SERVICES

Position	Unit	Rate
Professional Staff		
Principal Engineer/Geologist/Environmental Scientist/Certified Industrial Hygienist	Per Hour	$188.00
Senior Engineer/Geologist/Environmental Scientist	Per Hour	$178.00
Senior Project Engineer/Geologist/Environmental Scientist	Per Hour	$173.00
Project Engineer/Geologist/Environmental Scientist	Per Hour	$165.00
Senior Staff Engineer/Geologist/Environmental Scientist	Per Hour	$150.00
Staff Engineer/Geologist/Environmental Scientist	Per Hour	$134.00
GIS Analyst	Per Hour	$123.00
Technical Illustrator/CAD Operator	Per Hour	$98.00
Field Staff		
Certified Asbestos/Lead Technician	Per Hour	$173.00
Field Operations Manager	Per Hour	$120.00
Nondestructive Examination Technician (UT, MT, LP)	Per Hour	$115.00
Supervisory Technician	Per Hour	$110.00
Special Inspector (Concrete, Masonry, Structural Steel, Welding, and Fireproofing)	Per Hour	$105.00
Senior Technician	Per Hour	$105.00
Technician	Per Hour	$105.00
Administrative Staff		
Information Specialist	Per Hour	$90.00
Geotechnical/Environmental/Laboratory Assistant	Per Hour	$85.00
Data Processor	Per Hour	$75.00

Other Charges		
Concrete Coring Equipment (includes technician)	Per Hour	$190.00
Anchor Load Test Equipment (includes technician)	Per Hour	$190.00
GPR Equipment	Per Hour	$180.00
Inclinometer	Per Hour	$100.00
Hand Auger Equipment	Per Hour	$80.00
Rebar Locator (Pachometer)	Per Hour	$25.00
Vapor Emission Kit	Per Kit	$65.00
Nuclear Density Gauge	Per Hour	$12.00
X-Ray Fluorescence	Per Hour	$70.00
PID/FID	Per Hour	$25.00
Air Sampling Pump	Per Hour	$10.00
Field Vehicle	Per Hour	$15.00
Expert Witness Testimony	Per Hour	$450.00
Direct Expenses - According to Section 2.4 of Exhibit B		
Special equipment charges will be provided pursuant to Section 6 of Exhibit A and Section 2.4 of Exhibit B		
Notes		
For field and laboratory technicians and special inspectors, overtime rates at 1.5 times the regular rates will be charged for work performed in excess of 8 hours in one day Monday through Friday and all day on Saturday. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day, all day Sunday and on holidays.		
Field technician and special inspection hours are charged portal to portal at a 4-hour minimum, and 8-hour minimum for hours exceeding 4 hours.		

TABLE 2 - SCHEDULE OF FEES FOR LABORATORY TESTING

SOILS	
Atterberg Limits, D 4318, CT 204	$170
California Bearing Ratio (CBR), D 1883	$550
Chloride and Sulfate Content, CT 417 & CT 422	$175
Consolidation, D 2435, CT 219	$300
Consolidation, Hydro-Collapse only, D 2435	$150
Consolidation – Time Rate, D 2435, CT 219	$200
Direct Shear – Remolded, D 3080	$350
Direct Shear – Undisturbed, D 3080	$300
Durability Index, CT 229	$175
Expansion Index, D 4829, IBC 18-3	$190
Expansion Potential (Method A), D 4546	$170
Geofabric Tensile and Elongation Test, D 4632	$200
Hydraulic Conductivity, D 5084	$350
Hydrometer Analysis, D 6913, CT 203	$220
Moisture, Ash, & Organic Matter of Peat/Organic Soils	$120
Moisture Only, D 2216, CT 226	$35
Moisture and Density, D 2937	$45
Permeability, CH, D 2434, CT 220	$300
pH and Resistivity, CT 643	$175
Proctor Density D1557, D 698, CT 216, AASHTO T-180	$220
Proctor Density with Rock Correction D 1557	$340
R-value, D 2844, CT 301	$375
Sand Equivalent, D 2419, CT 217	$125
Sieve Analysis, D 6913, CT 202	$145
Sieve Analysis, 200 Wash, D 1140, CT 202	$100
Specific Gravity, D 854	$125
Thermal Resistivity (ASTM 5334, IEEE 442)	$925
Triaxial Shear, C.D, D 4767, T 297	$550
Triaxial Shear, C.U., w/pore pressure, D 4767, T 2297 per pt	$450
Triaxial Shear, C.U., w/o pore pressure, D 4767, T 2297 per pt	$350
Triaxial Shear, U.U., D 2850	$250
Unconfined Compression, D 2166, T 208	$180

MASONRY	
Brick Absorption, 24-hour submersion, 5-hr boiling, 7-day, C 67	$70
Brick Compression Test, C 67	$55
Brick Efflorescence, C 67	$55
Brick Modulus of Rupture, C 67	$50
Brick Moisture as received, C 67	$45
Brick Saturation Coefficient, C 67	$60
Concrete Block Compression Test, 8x8x16, C 140	$70
Concrete Block Conformance Package, C 90	$500
Concrete Block Linear Shrinkage, C 426	$200
Concrete Block Unit Weight and Absorption, C 140	$70
Cores, Compression or Shear Bond, CA Code	$70
Masonry Grout, 3x3x6 prism compression, C 39	$45
Masonry Mortar, 2x2 cube compression, C 109	$35
Masonry Prism, half size, compression, C 1019	$120
Masonry Prism, Full size, compression, C 1019	$200

REINFORCING AND STRUCTURAL STEEL	
Chemical Analysis, A 36, A 615	$135
Fireproofing Density Test, UBC 7-6	$90
Hardness Test, Rockwell, A 370	$80
High Strength Bolt, Nut & Washer Conformance, per assembly, A 325	$150
Mechanically Spliced Reinforcing Tensile Test, ACI	$175
Pre-Stress Strand (7 wire), A 416	$170
Reinforcing Tensile or Bend up to No. 11, A 615 & A 706	$75
Structural Steel Tensile Test: Up to 200,000 lbs., A 370	$90
Welded Reinforcing Tensile Test: Up to No. 11 bars, ACI	$80

CONCRETE	
Compression Tests, 6x12 Cylinder, C 39	$35
Concrete Mix Design Review, Job Spec	$300
Concrete Mix Design, per Trial Batch, 6 cylinder, ACI	$850
Concrete Cores, Compression (excludes sampling), C 42	$120
Drying Shrinkage, C 157	$400
Flexural Test, C 78	$85
Flexural Test, C 293	$85
Flexural Test, CT 523	$95
Gunite/Shotcrete, Panels, 3 cut cores per panel and test, ACI	$275
Lightweight Concrete Fill, Compression, C 495	$80
Petrographic Analysis, C 856	$2,000
Restrained Expansion of Shrinkage Compensation	$450
Splitting Tensile Strength, C 496	$100
3x6 Grout, (CLSM), C 39	$55
2x2x2 Non-Shrink Grout, C 109	$55

ASPHALT	
Air Voids, T 269	$85
Asphalt Mix Design, Caltrans (incl. Aggregate Quality)	$4,500
Asphalt Mix Design Review, Job Spec	$180
Dust Proportioning, CT LP-4	$85
Extraction, % Asphalt, including Gradation, D 2172, CT 382	$250
Extraction, % Asphalt without Gradation, D 2172, CT 382	$150
Film Stripping, CT 302	$120
Hveem Stability and Unit Weight D 1560, T 246, CT 366	$225
Marshall Stability, Flow and Unit Weight, T 245	$240
Maximum Theoretical Unit Weight, D 2041, CT 309	$150
Moisture Content, CT 370	$95
Moisture Susceptibility and Tensile Stress Ratio, T 238, CT 371	$1,000
Slurry Wet Track Abrasion, D 3910	$150
Superpave, Asphalt Mix Verification (incl. Aggregate Quality)	$4,900
Superpave, Gyratory Unit Wt., T 312	$100
Superpave, Hamburg Wheel, 20,000 passes, T 324	$1,000
Unit Weight sample or core, D 2726, CT 308	$100
Voids in Mineral Aggregate, (VMA) CT LP-2	$90
Voids filled with Asphalt, (VFA) CT LP-3	$90
Wax Density, D 1188	$140

AGGREGATES	
Clay Lumps and Friable Particles, C 142	$180
Cleanness Value, CT 227	$180
Crushed Particles, CT 205	$175
Durability, Coarse or Fine, CT 229	$205
Fine Aggregate Angularity, ASTM C 1252, T 304, CT 234	$180
Flat and Elongated Particle, D 4791	$220
Lightweight Particles, C 123	$180
Los Angeles Abrasion, C 131 or C 535	$200
Material Finer than No. 200 Sieve by Washing, C 117	$90
Organic Impurities, C 40	$90
Potential Alkali Reactivity, Mortar Bar Method, Coarse, C 1260	$1,250
Potential Alkali Reactivity, Mortar Bar Method, Fine, C 1260	$950
Potential Reactivity of Aggregate (Chemical Method), C 289	$475
Sand Equivalent, T 176, CT 217	$125
Sieve Analysis, Coarse Aggregate, T 27, C 136	$120
Sieve Analysis, Fine Aggregate (including wash), T 27, C 136	$145
Sodium Sulfate Soundness, C 88	$450
Specific Gravity and Absorption, Coarse, C 127, CT 206	$115
Specific Gravity and Absorption, Fine, C 128, CT 207	$175

ROOFING	
Roofing Tile Absorption, (set of 5), C 67	$250
Roofing Tile Strength Test, (set of 5), C 67	$250

Special preparation of standard test specimens will be charged at the technician's hourly rate and shall be authorized in advance pursuant to Section 6 of Exhibit A.

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 Ninyo & Moore Geotechnical & Environmental Sciences Consultants ("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. **This Work Authorization is not valid until accompanied by a Purchase Order authorized by the City.**

PART A: GENERAL INFORMATION

WORK AUTHORIZATION NUMBER:		☐ Original ☐ First Revised ☐ Second Revised ☐ Other _____
Contract No.		
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 Authorization:	**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		
** Authorized City Representatives include Electric Utility Assistant Director, Chief Electric*		

Utility Operating Officer, Chief Electric Utility Officer

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 6 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.

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