EBIX Insurance No. S20000433

AGREEMENT FOR SERVICES BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND ELECTRIC POWER SYSTEMS INTERNATIONAL, INC.

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Electric Power Systems International, Inc., a Missouri Corporation, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

A. City desires to secure the services of Contractor to provide as-needed maintenance, repair, and testing services for electrical equipment ("Services"), as more fully described in this Agreement, in Exhibit A, entitled "Scope of Services";

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 and goods 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 TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Contractor shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees and Payment Provisions

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance Exhibit

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. TERM OF AGREEMENT

A. Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by written amendment to this Agreement, the term of this Agreement shall begin on June 1, 2024 and terminate on May 31, 2029, ("Initial Term").

B. After the Initial Term, City reserves the right, at its sole discretion, to extend the term of this Agreement for up to one (1) additional year through May 31, 2030 ("Option Period") as determined by City. Such extension of term shall be authorized through an Amendment to this Agreement executed by the Parties. The Initial Term and Option Period shall collectively be referred to as "Term".

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

Contractor shall perform those Services specified in Exhibit A within the time stated in Exhibit A. Time is of the essence.

4. WARRANTY

In addition to those warranties contained in Exhibit A, Contractor expressly warrants that all Services and materials 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 applicable to this Agreement. Contractor agrees to promptly replace or correct any incomplete, inaccurate or defective Services or materials 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 Services or materials, City may make corrections or replace Services or materials and charge Contractor for the cost incurred by City.

5. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE

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

6. COMPENSATION AND PAYMENT

In consideration for Contractor's complete performance of Services, City shall pay Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES AND PAYMENT PROVISIONS." The maximum compensation of this Agreement is **Two Hundred and Fifty Thousand Dollars ($250,000)**, subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services including any taxes. All Services performed or supplies, materials and equipment provided in excess of the maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.

7. TERMINATION

A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Contractor.

B. Termination for Default. If Contractor fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Contractor.

C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Contractor will deliver to City all City information or material that Contractor has in its possession.

8. ASSIGNMENT AND SUBCONTRACTING

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.

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.

9. 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.

10. 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 to manage its employees in their performance of Services under this Agreement.

11. 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.

12. OWNERSHIP OF MATERIAL

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship 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 outside the scope of the Services, including, but not limited to, the release of this material to third parties.

13. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

City, through its authorized employees, representatives or agents shall have the right during the Term and for four (4) years from the date of final payment for Services or goods 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 bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the 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.

14. HOLD HARMLESS/INDEMNIFICATION

A. 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 attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, in any manner arising from, or alleged to arise in whole or in part from, or in any way connected with the Services performed by Contractor pursuant to this Agreement – including claims of any kind by Contractor's employees or persons contracting with Contractor to perform any portion of the Services – and shall expressly include passive or active negligence by City connected with the Services. However, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen through the sole active negligence or sole willful misconduct of City; the obligation to defend is not similarly limited.

B. Contractor's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subcontractors or other agents of Contractor, against City (either alone, or jointly with Contractor), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.

C. 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.

15. INSURANCE REQUIREMENTS

During the Term, 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 as set forth in Exhibit C.

16. 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. Neither City's review, acceptance nor payments for any of the Services required under this Agreement shall be

constructed 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.

17. NOTICES

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

City of Santa Clara
Attention: Silicon Valley Power
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at svpcontracts@santaclaraca.gov and
manager@santaclaraca.gov

And to Contractor addressed as follows:

Electric Power Systems International Inc.
5653 Stoneridge Drive
Pleasanton, CA 94588
and by e-mail at a_c.montes@voltyx.com

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

18. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Contractor's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Contractor has read and agrees to comply with City's Ethical Standards (http://santaclaraca.gov/home/showdocument?id=58299).

19. CONFLICTS 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.

20. FAIR EMPLOYMENT

Contractor shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

21. NO 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.

22. GOVERNING LAW 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.

23. 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.

24. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties.

25. COUNTERPARTS

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.

26. PREVAILING WAGE

In the event the Services require payment of prevailing wage, Contractor shall comply, and ensure its subcontractors comply with Exhibit D.

Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as Section 16000 et seq. of Title

8 of the California Code of Regulations, Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure by Contractor or its employees, agents, contractors, and subcontractors to comply with the prevailing wage laws.

The Parties acknowledge and accept the terms and conditions of this Agreement 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 (Jun 14, 2024 08:50 PDT)

GLEN R. GOOGINS
City Attorney

Dated: 6/19/24

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

"CITY"

ELECTRIC POWER SYSTEM INTERNATIONAL, INC.
a Missouri Corporation

Dated: 06/13/2024
By (Signature): George Bratkiv
Name: George Bratkiv
Title: President
Principal Place of Business Address: 5653 Stoneridge Drive, Pleasanton, CA 94588
Email Address: g.bratkiv@epsii.com
Telephone: (657) 799-6026

"CONTRACTOR"

EXHIBIT A – SCOPE OF SERVICES

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SECTION 1. GENERAL

1.1 Contractor shall provide all necessary supervision, labor, and services, plus all tools, equipment, parts, materials, and supplies required to provide as-needed maintenance, repair, and testing services for electrical equipment ("Services") for Silicon Valley Power ("SVP"), the Electric Utility of the City of Santa Clara ("City" or "SVP").

1.2 Contractor will provide Services to the following SVP assets:

1.2.1 Electric utility substations and associated equipment

1.2.2 Power generation facilities and associated equipment

1.2.3 Electric transmission and distribution facilities and associated equipment

1.2.4 Other assets as may be defined by City

1.3 Contractor shall perform all Services according to the original equipment manufacturer (OEM) standards and industry best practices, including but not limited to:

1.3.1 The American National Standards Institute /International Electrical Testing Association (ANSI/NETA) standards

1.3.2 Institute of Electrical and Electronics Engineers (IEEE) standards

1.3.3 Any deviations from these standards must be approved in writing by City

1.4 To the extent not inconsistent with this Agreement, the City's RFP 23-24-08 (including subsequent updates) and Contractor's proposal response dated September 05, 2023 are hereby incorporated by reference herein and shall supplement this Scope of Services and be subject to the terms and conditions of the Agreement. In the event of a conflict between the Agreement (including its Exhibits) and the RFP 23-24-08 or Contractor's proposal, the Agreement (including its Exhibits) shall govern.

SECTION 2. LOCATION

2.1 Contractor will primarily perform the Services within the City of Santa Clara limits.

2.2 Contractor may be required to perform Services outside City limits at SVP's substations and facilities, including but not limited to:

2.2.1 Black Butte Powerhouse located in Orland, CA

2.2.2 High Line Powerhouse located in Orland, CA

2.2.3 Stony Gorge Powerhouse located in Orland, CA

2.2.4 Grizzly Hydroelectric Plant located in Plumas County, CA

2.2.5 Orland Junction Switchyard located in Orland, CA

2.2.6 SVP Switching Station located in San Jose, CA

2.2.7 Other locations requested by SVP such as manufacturer locations to perform factory acceptance testing.

SECTION 3. SERVICES TO BE PERFORMED

3.1 Maintenance and Repair Services – Contractor shall:

3.1.1 Provide Services on various electrical equipment located in City's substation, generation, and facilities, including but not limited to:

3.1.1.1 Transformers including generator step-up, phase shifting, current and potential transformers of varying megavolt amperes (MVA) ratings

3.1.1.2 Electromechanical, microprocessor-based, overcurrent, and solid-state relays

3.1.1.3 Low, medium, and high voltage circuit breakers, including outdoor utility-scale and tripping paths

3.1.1.4 Switchgears, surge arrestors, and station battery system

3.1.1.5 Motor control centers, buckets, and ancillary components

3.1.1.6 Bus ducts, bus bars, and duct heaters

3.1.1.7 Electrical protection systems

3.1.1.8 Other low, medium, and high-voltage equipment

3.1.2 Provide preventative and corrective maintenance services, including but not limited to:

3.1.2.1 Visual inspections for evidence of any equipment damages, moisture, oil ring turning, and leaks

3.1.2.2 Commissioning services

3.1.2.3 Testing of oil samples for dissolved gas analysis and other insulating oil tests to determine the health of the equipment

3.1.2.4 Installation of electrical wiring and outdoor utility scale circuit breakers

3.1.2.5 Replacement or relocation of new low, medium, and high-voltage electrical equipment

3.1.2.6 Cleaning of bushings and other electrical equipment to remove all dirt and contamination

3.1.3 Provide repair services, including but not limited to:

3.1.3.1 Repair or replacement of transformers, circuit breakers, tap changers, switchgear, and relays, including, but not limited to, transformer high voltage bushings and vacuum fill

3.1.3.2 Repair or replacement of electrical protection and station battery systems

3.1.3.3 Repair or replacement of fiber and multiplexer communications systems

3.1.4 Provide miscellaneous maintenance and repair services

3.2 Testing Services

Contractor shall provide testing services for electrical equipment, including but not limited to the following:

3.2.1 Switchyard Testing

3.2.1.1 Test bus work and surge arresters

3.2.1.2 Test equipment grounding and disconnect switches

3.2.1.3 Test voltage transformers (VTs) and combo units

3.2.1.4 Test sulfur hexafluoride (SF6) breakers

3.2.1.5 Test power transformers

3.2.2 Control Building Testing

3.2.2.1 Perform wire verification of control panels

3.2.2.2 Perform testing of station batteries & charging system

3.2.2.3 Test relays with or without logic testing, meters, supervisory control and data acquisition (SCADA), and communications equipment

3.2.2.4 Test primary Injections

3.2.2.5 Test station auxiliaries (e.g., alternating current (AC), fire, lighting, plugs, etc.), including functional testing

3.2.3 Medium and High Voltage Substation and Control Panel Testing Factory Acceptance Test

3.2.3.1 Perform wire verification of cubicles

3.2.3.2 Test breakers and automatic transfer switches

3.2.3.3 Test current transformers (CTs), potential transformers (PTs) and control power transformers (CPTs)

3.2.3.4 Perform functional testing

3.2.4 Factory Acceptance Test Services

Perform internal and external inspections of switchgear. Inspection services may include but are not limited to:

3.2.4.1 Inspect anchorage, alignment, grounding, clearances doors, access panels, insulators, barriers, and shutters for damage and proper operation

3.2.4.2 Test wiring and hardware according to the specifications provided by the City

3.2.4.3 Test and exercise active components (e.g., breakers to open and close, tap charger to be replaced easily, etc.)

3.2.5 Factory Acceptance

3.2.5.1 Verify Direct Current (DC) control functions and phasing to each device

3.2.5.2 Verify functionality to DC schematic and all relay modules (I/O)

3.2.5.3 Test breaker controls, panel layout alternating and direct current (AC/DC) circuits

3.2.5.4 Verify to ensure there is no arc flash hazardous, including testing bare fiber

3.2.5.5 Coordinate the bus high potential (Hipot) test with the City and manufacturer

3.2.5.6 Verify primary injections for current and potential transformers (CT/PT), circuits, relays, and meters

3.2.6 Pre-Energization Checks

3.2.6.1 Perform pre-energization system operational checks

3.2.6.2 Perform checks of all cut-out switches, test switches, grounds removed, and current transformers (CT) in service as specified by the City

3.2.6.3 Provide post-energization support services to support relay, meter, and equipment checks or make adjustments for proper equipment operation

3.2.7 Contractor shall provide calibration testing to electrical equipment within its calibration timeline or as requested by the City.

3.2.8 Contractor shall provide record keeping as requested by the City (e.g., maintain City's relay database). City will provide the formatting requirements and access to City's relay database.

3.2.9 Contractor shall perform system testing and commissioning, including loading settings developed by the City.

3.2.10 Contractor shall perform acceptance testing for all new and repaired equipment. City will specify the testing requirements in each Work Request (as defined in Section 9). Contractor and City shall jointly determine the testing and acceptance criteria.

3.2.11 Contractor shall provide recommended corrective actions identified through testing.

3.2.12 Contractor shall provide miscellaneous testing services.

3.3 Additional Services

Contractor shall provide additional services that include but are not limited to:

3.3.1 Drafting services to update the drawings provided by the City to incorporate any changes made by Contractor.

3.3.2 Disposal of equipment and materials removed during performance of Services.

3.3.3 Vacuum oil filling services.

3.3.4 Mobile scanning services of drawings in substations.

3.3.5 Miscellaneous maintenance, repair and testing services.

SECTION 4. SPECIFIC REQUIREMENTS

Contractor shall be responsible for providing the following, as required for the Services:

4.1 Logistical planning

4.2 Scheduling services

4.3 Supervision and administrative support

4.4 Program and project management services

4.5 Subcontractor management

4.6 On-site forklift services

4.7 On-site crane support

4.8 On-site cribbing and rigging

4.9 On-site scaffolding services

4.10 On-site miscellaneous services (portable restroom facilities, rental equipment such as light standards, generators, fueling services, etc.)

4.11 Expedited procurement and transportation of materials, parts, and equipment when requested by the City

SECTION 5. REPORTS

5.1 Service Reports

5.1.1 Within seven (7) business days after final acceptance by the City of services associated with each Work Authorization (as defined in Section 9), Contractor shall provide a service report to the City, which shall include the following information:

5.1.1.1 Type of service, such as preventative maintenance, inspection, repair, or testing services

5.1.1.2 Summary of existing conditions

5.1.1.3 Description of noted issues/deficiencies (including photos) and recommended corrective actions

5.1.1.4 Description of all routine maintenance activities

5.1.1.5 Results of routine testing performed

5.1.1.6 Description of all repair and/or replacement of electrical components performed

5.1.1.7 When changes are made to the electrical distribution system, updates to all applicable drawings and maintenance schedules to reflect the changes

5.1.1.8 Summary list of spare parts, including the serial number of all parts removed and installed

5.1.1.9 Other information requested by City

5.2 Status Reports

5.2.1 Contractor shall provide regular cost, schedule, and status updates on Services performed during the Term of the Agreement.

5.2.2 Depending on the work activity, status updates may be required daily, weekly, or monthly at the direction of the City.

5.3 Contractor shall provide all reports in electronic format and hard copy if requested by the City.

SECTION 6. COMPLETION OF SERVICES

All Services shall be completed in a timely, efficient manner so as to ensure the site, equipment, and/or system is operational as soon as possible and as provided in the applicable Work Authorization, Purchase Order, Interim Work Order, or Emergency Work Order as defined in Section 9.

SECTION 7. HOURS AND DAYS OF SERVICE

Contractor will generally perform the required Services between 7:00 AM - 7:00 PM PST/PDT, Monday through Friday. City will, at its discretion, allow access during non-business hours when required.

SECTION 8. SCHEDULING AND PLANNING

8.1 Contractor and City shall mutually agree to schedule outages associated with the performance of the Services. When requested by City, Contractor shall be able to plan, staff, and execute scheduled Services with thirty (30) days advance notice.

8.2 For critical equipment, Contractor may be required to work shifts longer than twelve (12) hours per day or alternative shifts including night shifts.

8.3 Emergency Services

8.3.1 Contractor shall provide 24-hour emergency services, seven (7) days per week, 365 days per year. Contractor shall provide an answering service contact phone number at which an individual can be reached at any time. Contractor shall respond via phone or email to an emergency request within 24 hours of the City's notification.

8.3.2 Contractor shall be on-site within 48 hours from notification to perform the Services.

8.3.3 Contractor shall repair the affected equipment or resolve the emergency within seven (7) business days. If Contractor is unable to repair the affected equipment or resolve the emergency within seven (7) business days, Contractor shall provide to the City a plan and schedule detailing when the emergency shall be resolved.

SECTION 9. WORK AUTHORIZATION PROCESS

9.1 Contractor acknowledges that Contractor is one of multiple firms selected to perform the Services, pursuant to separate agreements. Specific Services will be assigned as set forth in this Section. The City does not guarantee that any specific work will be authorized under this Agreement.

9.2 Non-Emergency Work

9.2.1 When Services are required, City will notify contractors under contract for maintenance, repair, and testing services for electrical equipment 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 relevant information (Work Request).

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

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

9.2.2.2 A project timeline/schedule with discussion on any activities that may impact the project timeline/schedule.

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

9.2.2.4 Any required drawings or documents.

9.2.2.5 A list of City responsibilities.

9.2.2.6 A final acceptance criteria.

9.2.2.7 An itemized cost proposal showing:

9.2.2.7.1 Hours and hourly rates by position as listed in Exhibit B for both Contractor and subcontractor personnel if applicable. Indicate labor subject to prevailing wage requirements.

9.2.2.7.2 Parts/materials.

9.2.2.7.3 Rental and/or specialty equipment.

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

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

9.2.2.7.6 Breakdown of materials and labor sufficient to calculate all required taxes.

9.2.2.7.7 Estimated total cost including any required taxes.

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

9.2.2.9 Costs for any additional equipment, parts, or services required for completion of the Services as detailed in the Work Request and in Contractor's Proposal but not reflected in the Contractor's cost proposal shall be the sole responsibility of the Contractor and at no additional cost to the City.

9.2.2.10 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.

9.2.2.11 Provided that Contractor's original Proposal includes all items listed in Section 9.2.2, the City and Contractor may negotiate whether the cost for the Work Authorization will be fixed price (lump sum) or based on specific rates of compensation (e.g., time and materials) for completion of the services.

9.2.2.12 If a fixed fee or lump sum is authorized by the City, Contractor must include a payment schedule in their final cost proposal.

Contractor's final cost proposal shall be in conformance with Exhibit B and:

9.2.2.12.1 Include a clear breakdown of materials and labor indicating taxable and non-taxable items along with an estimate of required taxes.

9.2.2.12.2 Include separation of materials subject to tax so that payment for such materials and the associated taxes occur in a single payment.

9.2.2.12.3 Payment milestones shall not include payment for labor subject to prevailing wage in advance of such labor taking place.

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

9.2.3 Work Authorization

9.2.3.1 If the completion of the services in the Proposal will not result in total costs exceeding the maximum compensation in Section 6 of the Agreement (when combined with all previously authorized Services), the City may authorize the proposed services as set forth in this Section.

9.2.3.2 For Proposals with a total cost exceeding $50,000, Work Authorizations shall be issued in substantially the same format as Exhibit E ("Work Authorization"). 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 compensation for the additional services.

9.2.3.3 Subject to the terms and conditions of this Agreement, Contractor and City will negotiate the specific scope and requirements of each Work Authorization.

9.2.3.4 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 except in those situations set forth in Section 9.2.3.5 below.

9.2.3.5 For Proposals with a total cost less than $50,000, a signed Work Authorization is not required. The City will issue a Purchase

Order authorizing Services and the Purchase Order will serve as the Work Authorization.

9.2.3.6 Only the Assistant Director of the Electric Utility, Electric Utility Chief Operating Officer, or Chief Electric Utility Officer may, on behalf of the City, execute a Work Authorization.

9.2.4 Changes to Work Authorization

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

9.2.4.2 If Contractor requires changes to a fixed price Work Authorization, Contractor shall only be permitted to request changes with justification such as additional scope requested by City or unanticipated field conditions. For such changes, Contractor shall submit justification demonstrating that changes in cost are associated with changes in scope. 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.

9.2.4.3 In the event that unanticipated site conditions or other issues result in costs that exceed the total of the Purchase Order or changes to line items in a 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. The City will issue a new or amended Work Authorization (if required pursuant to Section 9.2.3.2) or Purchase Order (as applicable) to authorize such additional services.

9.2.4.4 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.

9.3 Emergency Work Orders

9.3.1 An Emergency Work Order should be used only in instances of a threat to public health or safety, loss of or damage to property, or serious disruption to essential services. An emergency is defined as an unforeseen event, circumstance, or combination of circumstances that the City reasonably determines to require immediate action.

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

9.3.3 When emergency services are required, Contractor shall send a Proposal to the City for the required services as soon as possible, but no later than three (3) business days after starting services. The Proposal shall be detailed in accordance with Section 9.2 and shall also include all services required including those services already completed or initiated. City will issue a Work Authorization (if required pursuant to Section 9.2.3) followed by a Purchase Order as soon as reasonably practicable.

9.4 A Work Authorization must be consistent with – and cannot alter - the terms and conditions of this Agreement. The terms and conditions of the Agreement shall prevail over any and all terms and conditions contained in 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.

9.5 Each Work Authorization, Purchase Order, Interim Work Order, and Emergency Work Order including those authorizations issued pursuant to Section 9.3 and 9.2.4.4 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.

9.6 If Contractor begins 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.

9.7 The City (through the individuals listed in Section 9.2.3.6 or, in the case of Purchase Orders, the Finance Department) may terminate an Work Authorization, Purchase Order, Interim Work 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.

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

9.9 Except in the case of emergency which shall conform to the conditions of Section 9.3 or where the circumstances in Section 9.2.4.4 apply, Contractor shall not initiate 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.

SECTION 10. APPLICABLE LAWS AND REGULATIONS

10.1 Contractor shall comply with all applicable present and future federal, state, and local regulations, ordinances and codes including but not limited to the U.S. Occupational Safety and Health Administration (OSHA), and the California Department of Industrial Relations and the Division of Occupational Safety and Health (Cal/OSHA).

10.2 Where any applicable laws or ordinances conflict with the City's requirements, the more stringent requirement(s) shall be followed. Contractor's failure to be thoroughly familiarized with the provisions of any applicable federal, state, and local regulations, ordinances and codes shall not relieve Contractor from compliance with the obligations and penalties resulting therefrom.

SECTION 11. WORKMANSHIP

11.1 Contractor shall perform all Services in a professional and environmentally responsible manner that meets or exceeds industry and professional standards of performance. All Services shall be performed by a Contractor employee skilled in the particular task to which they are assigned.

11.2 All parts and/or components replaced or newly installed in the system shall be factory new and free of defects in title, materials and workmanship at the time of their delivery and installation. However, if approved by the City, Contractor may use rebuilt parts or new parts from another manufacturer if approved by the original manufacturer and/or City for use in the specific piece of equipment of the system.

11.3 Poor or inferior workmanship, as determined at the sole discretion of the City, shall be removed and replaced to conform to the quality standards of the industry, or otherwise corrected to the satisfaction of the City, at Contractor's sole expense.

11.4 City reserves the right to inspect any Services performed by Contractor and its subcontractors. If upon inspection, the City determines that there is any unsatisfactory or defective Services, the Contractor must correct the Services at no additional cost to the City.

SECTION 12. PERMITS AND LICENSES

Contractor shall obtain, maintain, and pay for all licenses, permits, and certificates required by any statute, ordinance, rule, or regulation in order to perform the Services.

SECTION 13. WARRANTY

13.1 **Services**. For each Work Authorization, Purchase Order, Interim Work Order, and Emergency Work Order, all Services shall carry a warranty of a minimum of twelve (12) months from the date of completion of the Services as set forth in each Work Authorization, Purchase Order, Interim Work Order, or Emergency Work Order. Warranty-related work shall be at no additional cost to the City.

13.2 **Parts**. All parts provided by Contractor shall include a warranty of no less than the greater of either twelve (12) months or the OEM warranty period. In the event the OEM warranty is less than twelve (12) months, Contractor shall extend the OEM warranty to a minimum of twelve (12) months. All parts fabricated by Contractor shall include a warranty of twelve (12) months. Contractor shall provide the City with a copy of the any manufacturer's warranty or extended manufacturer's warranty.

13.3 Contractor shall be responsible for performing all warranty work within a reasonable time. In emergencies where damage may result from delay or where the loss of service may result, the City may choose to perform the work covered in the warranty. The cost associated with the City completing the warranty work shall be charged to Contractor.

SECTION 14. CITY FURNISHED MATERIALS

Contractor shall credit the City for any City-furnished materials that are used, lost, stolen, damaged or rendered unusable by actions of Contractor.

SECTION 15. WORK AREA

15.1 Contractor shall ensure that the work site is free from all surplus materials, waste materials, debris, spills, dirt and rubbish caused by Contractor's performance of Services. Upon completion of the scheduled Services or at the end of each day, whichever comes first, Contractor shall ensure the work area is in a clean safe condition. The City shall be the sole judge as to the adequacy of the cleanup.

15.2 Contractor shall follow all directions of City with regard to clean-up both during the course of, and upon completion of Services. If Contractor fails to clean up the work area within forty-eight hours (48) after demand by the City, City may charge Contractor for any costs of clean-up or other services required to adequately protect the City's electrical or other facilities or to restore work area to a safe condition. City

may invoice Contractor or deduct costs from Contractor's invoice at City's sole discretion.

15.3 Contractor must provide work and traffic signage as required to warn pedestrians and vehicular traffic of work in progress. Contractor may be required to direct pedestrians and traffic around the work area. Contractor shall also be responsible for providing all equipment and personnel necessary to properly perform the traffic control measures, including but not limited to, flaggers, cones, reflectors, electronic signs, barricades, caution tape, temporary paving, or steel plates.

15.4 Contractor shall make all reasonable efforts to minimize obstructions and inconvenience to City's operations and others who may be impacted by Contractor's Services.

SECTION 16. CONTRACTOR'S EQUIPMENT, TOOLS, AND MATERIALS

16.1 All equipment, tools (including any specialty tooling), and materials required for the execution of the Services shall be provided by Contractor. City will not loan tools or equipment to Contractor. Neither the Contractor nor its workers shall attempt to borrow tools or other materials from City personnel.

16.2 Tools and equipment shall be kept in proper operating condition and used only for the purpose for which they were designed. City reserves the right to suspend Services if improper tools or equipment are being used or operated.

16.3 Tools and equipment shall be safely stored overnight under lock and key. Loss of any tools or equipment shall be reported immediately to City.

16.4 All vehicles, equipment, and ladders shall be secured when not in use. Keys shall not be left in any vehicles or equipment when not in use.

16.5 City will not be responsible for the loss of tools, equipment, or materials.

SECTION 17. DISPOSAL OF WASTE & SCRAPS

17.1 All wastes generated or encountered in the performance of Services must be managed in accordance with all applicable local, State, and federal regulations and laws. Contractor is solely responsible for arranging and implementing the proper handling, management, storage, transport, and disposal of all wastes including any hazardous materials.

17.2 Contractor shall provide the City with a written report of all disposal of materials within twenty-four (24) hours of disposal unless a shorter timeline is required by local, state, and/or federal regulations.

17.3 Contractor shall recycle all material scraps, and credit the value to the City.

SECTION 18. SAFETY

18.1 Safety must always be the top priority. Contractor shall take all necessary precautions for the safety of all persons at the work site. Contractor must erect and properly maintain at all times, as required by the conditions and progress of the Services, all necessary safeguards for the protection of all persons and the public including posting danger signs and warnings against known or unusual hazards.

18.2 Contractor shall perform Services according to accepted industry standards and work/safety practices, including but not limited to the National Fire Protection Association (NFPA) Codes NFPA 70, 70B, and 70E, National Electrical Manufacturer's Association (NEMA), NETA, and IEEE standards.

18.3 Contractor shall maintain an effective Injury and Illness Prevention Program (IIPP) in writing pursuant to Section 3203, Title 8 of the California Code of Regulations (CCR). The written plan shall include specific instructions with regard to hazards unique to the employee's job assignment. Contractor shall submit a copy of their IIPP to the City at City's request and Contractor shall make it available on-site.

18.4 Contractor shall schedule safety inspections as necessary and as may be requested by the City to identify and correct unsafe conditions and practices. The City reserves the right to accompany Contractor during these inspections.

18.5 Contractor must comply with all site-specific safety requirements and procedures including but not limited to Lockout/Tagout (LOTO), Energy Isolation, Confined Space, Fall Protection, Chemical Safety, Hazardous Waste, and Personnel Protective Equipment (PPE).

18.6 Contractor must comply with SVP's clearance program for equipment safety requirements. City will provide the clearance program to the Contractor.

18.7 Contractor's employees (including any subcontractors) shall use appropriate Personal Protective Equipment (PPE) and Fire Resistant (FR) clothing, as required. Any required PPE and FR clothing shall be provided at the expense of Contractor.

18.8 When requested by the City, Contractor shall provide an on-site Safety Manager/Supervisor to ensure compliance with all applicable Safety rules and regulations, perform daily audits and submit daily reports to the City that identify discrepancies or non-compliance, provide direction in regards to safety rules and regulations to Contractor Project Manager / On-Site Supervisor (as defined in Section 20) and Contractor employees.

SECTION 19. INJURY/PROPERTY DAMAGE

Contractor shall notify the City immediately in the event of an injury or property damage that occurs during the performance of Services. Contractor shall investigate the reported injury or damage upon request from City and provide City with regular updates including

all accident reports 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 as required.

SECTION 20. CONTRACTOR PERSONNEL

20.1 Project Manager/On-Site Supervisor

Contractor must designate one (1) Project Manager or On-Site Supervisor to communicate with the City during performance of Services. The Project Manager/On-Site Supervisor is the designated point of contact for the City to communicate work tasks and receive feedback. The Project Manager/On-Site Supervisor must be capable of communicating effectively with City staff.

20.2 Staffing

20.2.1 Contractor shall be responsible for its employees' professional and technical competence and will select appropriate individuals who are qualified, certified, and/or licensed to perform the assigned task.

20.2.2 Contractor shall ensure its employees and any subcontractors supply proper identification when requested by the City.

20.2.3 Contractor shall inform City immediately of any change in key personnel assigned to this agreement. Contractor shall submit the resumes and other qualifications of the proposed replacement employee(s) to City for review and approval.

20.3 Employee Training

20.3.1 At Contractor's sole cost and expense, Contractor shall provide recurring, periodic (no less than annual) training to its employees (including subcontractors) appropriate to the duties and responsibilities of each employee.

20.3.2 It is essential that all employees be thoroughly trained and familiar with the equipment and procedures to be followed.

20.3.3 Training shall follow Contractor's standard policies and procedures and shall be in compliance with all applicable federal, state, and local laws, including but not limited to safety and injury prevention training requirements contained in the OSHA standards.

20.3.4 Contractor shall be familiar with SVP's operating standards. All employees are required to watch SVP's safety video once per calendar year or prior to the commencement of Services.

20.3.5 At the City's request, Contractor shall submit copies of training records for its employees.

20.4 Standards of Conduct

20.4.1 Contractor shall be solely responsible for its employees while on or about the work site, including but not limited to, maintaining discipline, ensuring standards of conduct are adhered to, and enforcing safety policies, procedures, and orders. Contractor shall ensure that while on or about the work site, its employees do not:

20.4.1.1 Display a discourteous, abrupt, abrasive, or belligerent attitude.

20.4.1.2 Use any prescribed or over-the-counter medications which can potentially impair the employee's ability to perform the Services safely.

20.4.1.3 Present or identify themselves as employees of the City of Santa Clara.

20.4.1.4 Possess or use any alcohol, narcotics, firearms, illegal drugs, intoxicants, or other restricted materials while on the premises.

20.4.2 In the event that a Contractor employee fails to meet these standards of conduct, Contractor shall immediately remove the employee and provide a replacement. Contractor shall determine appropriate disciplinary actions in accordance with its own policy, a copy of which may be requested by the City at any time.

20.4.3 In the event that a complaint is made against a Contractor employee, Contractor shall notify the City immediately and provide a written explanation detailing how the situation was resolved.

SECTION 21. E-BUILDER

21.1 When required by City, Contractor shall use e-Builder for submission of data and documents throughout the Term of this Agreement.

21.2 e-Builder is a web-based construction management application hosted by e-Builder, Inc. For certain projects to be defined by the City, e-Builder shall be the primary means of project information submission and management or as otherwise agreed upon with the City.

21.3 The City will establish the Contractor's access to e-Builder by providing licenses to Contractor's personnel at City's cost. The Contractor's designated users will be required to set up their computers/systems to use e-Builder in

accordance to the e-Builder User Training Guide. The City reserves the right to limit the licenses issued to Contractor in the future.

21.4 Contractor is required to obtain all necessary training to use the software. The City will provide one classroom training or a web-based seminar. A training session is 1 - 2 hours.

21.5 e-Builder is a web-based environment and therefore it is subject to the inherent speed and connectivity limitations of the Internet. Contractor is responsible for its own connectivity to the Internet. e-Builder's response time is dependent on the Contractor's equipment, including processor speed, Internet access speed, etc., and current traffic on the Internet. The City will not be liable for any delays associated with the usage of e-Builder including, but not limited to slow response time, downtime periods, connectivity problems, or loss of information. The Contractor shall ensure connectivity to the e-Builder system whether at the home office or job site. Under no circumstances will the usage of e-Builder be grounds for a time extension or cost adjustment to the Agreement.

21.6 Data entered in a collaborative mode (entered with the intent to share as determined by permissions and workflows within the e-Builder system) by the City and the Contractor will be jointly owned.

21.7 Contractor is responsible for managing, tracking, and documenting the Services to comply with the requirements of this Agreement. The City's acceptance via automated system notifications or audit logs extends only to the face value of the submitted documentation and does not constitute a validation of the Contractor's submitted information.

21.8 At the City's sole discretion, project documents may be processed and distributed digitally over the internet or may be required to be presented in hard copy format.

21.9 While regular email may still be used for communication, when requested by the City, e-Builder shall be used as much as possible in connection with all document and information management required in the performance of projects where City has directed the use of e-Builder. Contractor shall be responsible for scanning or otherwise converting to electronic format all project submittals and Contractor correspondence, drawings, sketches, etc., and uploading them to the e-Builder website and shall be responsible for the validity of the information placed in e-Builder. The Contractor shall use the existing forms and processes in e-Builder to the maximum extent possible. If a required form does not exist in e-Builder, the Contractor shall include a form of its own or one provided by the City (if available) as an attachment to a

submittal or process. Documents and information to be submitted electronically include, but are not limited to:

21.9.1 Correspondence

21.9.2 Meeting minutes

21.9.3 Submittals and shop drawings

21.9.4 Product data, reports, certifications, etc. must be submitted in PDF. (If a sample can be scanned, it is requested that a scanned PDF copy be submitted with the sample.

21.9.5 Requests for Information (RFI's)

21.9.6 Change order requests and documentation, including record copies of change orders, proposals, and modifications.

21.9.7 Pay applications

21.9.8 "Official" correspondence (such as letters) including informal correspondence, such as email.

21.9.9 Pre-Task Plans (PTPs)

21.9.10 Daily construction reports and other daily reports including Contractor Quality Control (CQC) Reports

21.9.11 All official reports, such as commissioning reports

21.9.12 Notices and claims

21.9.13 Operations and maintenance manuals

21.9.14 All close-out documents, and

21.9.15 All testing results

21.10 Archive Copies: When requested by City, Contractor shall keep an archive copy of all digital data created by Contractor, or submitted to Contractor via e-mail, or resident on the e-Builder for the duration of the Project. Such data

shall be available to City, and authorities with the jurisdiction (including funding agencies or representatives) on demand.

21.11 Should the City replace e-Builder with a different project management tool, Contractor, and subcontractors shall be required to use the new project management tool selected by the City.

SECTION 22. TRANSPORTATION, SHIPPING, AND FREIGHT

22.1 Contractor shall be responsible for shipment and delivery of all required products, materials, and equipment to City. Contractor will pay all freight charges which may be reimbursed subject to the terms of Section 9 of Exhibit A and Section 2 of Exhibit B. All products, materials, and equipment shall be entirely at Contractor's risk from the time they are placed in the possession of the carrier for shipment to/from City until final acceptance by the City at the location set forth in the applicable Work Authorization or Purchase Order.

22.2 Contractor will pack and ship all products, materials, and equipment in accordance with good commercial practices.

22.3 Contractor shall ensure that the products, materials, and equipment are insured against "all risks" from the time the products, materials, and equipment are placed in the possession of the carrier for shipment to/from City until received by the City.

22.4 Contractor shall notify the City at least sixty (60) minutes prior to the arrival of any deliveries to the City. City will provide the Contractor with a contact name, phone number, and shipping location.

EXHIBIT B
SCHEDULE OF FEES AND PAYMENT PROVISIONS

SECTION 1. MAXIMUM COMPENSATION

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

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

SECTION 2. RATES

2.1 Contractor shall submit Proposals and invoice all Services at the rates listed in Appendix B1 (Rates) 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 (2) 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 9 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 9 of Exhibit A, (4) Contractor submits receipts, invoices, or other supporting documentation demonstrating that such reimbursable costs were incurred. Any reimbursement to the Contractor is limited to the expenses set forth below in the Reimbursable Expense Schedule.

Reimbursable Expense Schedule		Mark Up
1.	The cost of mailing, shipping and/or delivery of any documents or materials.	No Markup
2.	The cost of photographing, printing, reproducing and/or copying any documents or materials.	No Markup

	Reimbursable Expense Schedule	Mark Up
3.	Charges for outside parts services (including subcontractor fees, parts, equipment, rental equipment, materials, and facilities not furnished directly by Contractor).	Not to exceed 10%
4.	Other reimbursable expenses with prior written approval from the City	No Markup
5.	Allowable mileage will be charged at the prevailing IRS rate per mile. (Rental cars are reimbursed at actual cost only. No mileage is applicable to rental cars.)	No Markup
6.	Unless approved in writing (e-mail acceptable) in advance, meals, lodging, and related per diem shall not exceed the rates outlined by United States General Services Administration (GSA). https://www.gsa.gov/travel-resources. Airfare or rental car, where applicable shall be at economy rates.	No Markup

SECTION 3. PAYMENT PROVISIONS

3.1 Time and Materials. For Services authorized to be paid on a time and material basis, Contractor shall provide an invoice to the City on a monthly basis for Services completed in the preceding month, pursuant to the rates listed in Table B1 in Appendix B1 and in accordance with the Work Authorization. The invoice must include the following information:

3.1.1 Invoice Number, Purchase Order Number, and Invoice Period.

3.1.2 Current amount due with a time and materials breakdown: titles, hours, hourly rates, and any City approved reimbursable expenses itemized with supporting documentation.

3.1.3 Each invoice shall provide sufficient detail for City to verify that the rates listed in Table B1 in Appendix B1 are charged. Additionally, invoices shall include sufficient detail to allow for accurate comparison with certified payroll submittals.

3.2 Fixed Price. For Services authorized to be paid on a fixed price basis, Contractor shall provide an invoice to the City in accordance with the Work Authorization and based on either (a) the percentage of services completed during the previous month or (b) a lump sum amount upon the completion of deliverable(s), as specified in the Purchase Order. Invoices must include the following information:

3.2.1 Invoice Number, Purchase Order Number, and Invoice Period.

3.2.2 Detailed information on the Services performed on each deliverable or task completed on each project, as applicable.

3.2.3 Contractor shall not invoice labor costs subject to prevailing wages in advance of performing the applicable Services.

3.2.4 With regard to milestone payments, Contractor shall invoice each milestone payment in full. Contractor shall not separate milestone payments into multiple invoices.

3.3 Pre-Payment. City shall not be required to pay a deposit or any other form of pre-payment prior to Contractor beginning the Services.

3.4 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.

3.5 Recalculation. The City may recalculate and pay invoices based on the rates established in this Agreement.

3.6 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.

3.7 Disputed Invoices. If the City in good faith disputes any portion of an invoice, the City shall pay the undisputed portion of the invoice and submit written notice to Contractor regarding the disputed amount. The notice shall include documentation supporting the disputed amount.

3.8 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.

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

APPENDIX B1 TO EXHIBIT B
RATES

SECTION 1. RATES

Contractor shall charge, and the City shall pay for actual Services rendered and authorized according to the process outlined in Section 9 of Exhibit A. The rates applicable for the Services are listed below in Table B1.

In cases where services are required but not listed below, Contractor shall submit rates for approval by the City in advance, in writing before performing the services. For avoidance of doubt, any changes to the rates in Table B1 must be authorized by an amendment to the Agreement in accordance with Section 2.3 of Exhibit B. Rate changes are not permitted as part of a Work Authorization process.

Table B1 – LABOR RATES

Labor Classifications	Straight Time Hourly Rate	Overtime Hourly Rate	Double Time Hourly Rate
Field Technician	$260.00	$360.00	$460.00
Engineer	$260.00	$360.00	$460.00
Project Manager	$280.00	$390.00	$500.00
Relay Technician	$280.00	$390.00	$500.00
Relay Engineer	$260.00	$360.00	$460.00
Transformer Technician	$280.00	$390.00	$500.00
Electrical Engineer	$192.00	$282.00	$372.00

Equipment

Contractor will not charge for equipment rental for the services listed in the Scope of Services (Exhibit A) except for the following:

- SF6 gas cart for evacuation and filling SF6 breakers with gas
- Secondary test kits for testing circuit breakers using secondary injection

Equipment rental for the above testing and other specialized testing not specifically listed in Exhibit A or as required by the City shall be at the Contractor's actual rental cost plus a 10% markup.

Parts

Parts manufactured by Contractor shall be at the price authorized in the Work Authorization. Parts from the original equipment manufacturer shall be at Contractor's actual cost plus a 10% markup.

SECTION 2. DEFINITIONS

The following definitions apply to the rates listed in Table B1:

2.1 **"Straight Time"** means the first eight (8) hours worked per day Monday through Friday, excluding U.S. Federal Holidays.

2.2 **"Overtime"** means the:

2.2.1 hours worked in excess of eight (8) hours per day, from Monday through Friday; or

2.2.2 first eight (8) hours worked on Saturday.

2.3 **"Double Time"** means the:

2.3.1 hours worked in excess of twelve (12) hours Monday to Friday; or

2.3.2 hours worked in excess of eight (8) hours on Saturdays; or

2.3.3 hours worked during U.S. Federal Holidays; or

2.3.4 hours worked on Sundays.

EXHIBIT C
INSURANCE 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 throughout the Term, 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:

   $5,000,000 Each occurrence
   $5,000,000 General aggregate
   $5,000,000 Products/Completed Operations aggregate
   $5,000,000 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 five million dollars ($5,000,000) 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.

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. POLLUTION LIABILITY

In the event that this contract involves hazardous or regulated wastes and/or hazardous or regulated materials, Contractor and/or its subcontractors shall provide a Contractor's Pollution Liability Insurance policy with coverage limits not less than two million dollars ($2,000,000) each claim in connection with the Work performed under this Contract. All activities contemplated in this agreement shall be specifically scheduled on the policy as "covered operations." Any deductible must be declared to and approved by City. Such policy shall cover, at a minimum, liability for bodily injury, damage to and loss of use of property, and clean–up costs arising from sudden, accidental and gradual pollution and remediation in connection with the Work under this Agreement. Contractor will use its best efforts to have the City, Council, officers, employees and volunteers added as additional insureds under this policy. The following provisions shall apply:

1. The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

2. Products/completed operations coverage shall extend a minimum of three (3) years after project completion.

3. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors.

4. If the insured is using subcontractors the Policy must include work performed "by or on behalf" of the insured.

5. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded

from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer.

E. PROFESSIONAL LIABILITY

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Contractor. Covered services as designated in the policy must specifically include work performed under this agreement. Coverage shall be in an amount of not less than one million dollars ($1,000,000) per claim or two million dollars ($2,000,000) aggregate. Any coverage containing a deductible or self-retention must first be approved in writing by the City Attorney's Office.

F. 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.

G. 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.

H. 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.

I. 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

J. 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.

EXHIBIT D
LABOR COMPLIANCE

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

A. Prevailing Wage Requirements

1. Contractor shall be obligated to pay not less than the General Prevailing Wage Rate, which can be found at www.dir.ca.gov and are on file with the City Clerk's office, which shall be available to any interested party upon request. Contractor is also required to have a copy of the applicable wage determination posted and/or available at each job site.

2. Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime must be paid for work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813.

3. Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Depending on the location of the project and the amount of travel incurred by workers on the project, certain travel and subsistence payments may also be required. Contractors and subcontractors are on notice that information about such special rates, holidays, premium pay, shift work and travel and subsistence requirements can be found at www.dir.ca.gov.

4. Only bona fide apprentices actively enrolled in a California Division of Apprenticeship Standards approved program may be employed on the project as an apprentice and receive the applicable apprenticeship prevailing wage rates. Apprentices who are not properly supervised and employed in the appropriate ratio shall be paid the full journeyman wages for the classification of work performed.

5. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, Contractor agrees to present to City, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. Contractors shall submit certified payroll through LCP Tracker or similar system as directed by the City. The term "certified payroll" shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 *et seq*, as well as any additional

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

6. In addition to submitting the certified payrolls and related documentation to City, Contractor and all subcontractors shall be required to submit certified payroll and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and/or final payment.

7. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

8. No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors MUST be a registered "public works contractor" with the DIR AT THE TIME OF BID. Where the prime contract is less than $15,000 for maintenance work or less than $25,000 for construction alternation, demolition or repair work, registration is not required.

9. All contractors/subcontractors and related construction services subject to prevailing wage, including but not limited to: trucking, surveying and inspection work must be registered with the Department of Industrial Relations as a "public works contractor". Those you fail to register and maintain their status as a public works contractor shall not be permitted to perform work on the project.

10. Should any contractor or subcontractors not be a registered public works contractor and perform work on the project, Contractor agrees to fully indemnify the City for any fines assessed by the California Department of Industrial Relations against the City for such violation, including all staff costs and attorney's fee relating to such fine.

11. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

B. Audit Rights

All records or documents required to be kept pursuant to this Agreement to verify compliance with this Exhibit shall be made available for audit at no cost to City, at any time during regular business hours, upon written request by the City Attorney, City

Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or documents shall be provided to City for audit at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be made available at Contractor's address indicated for receipt of notices in this Agreement.

C. Enforcement

1. City shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., City may continue to hold sufficient funds to cover estimated wages and penalties under the Agreement.

2. Based on State funding sources, this project may be subject to special labor compliance requirements of Proposition 84.

3. The City is not obligated to make any payment due to Contractor until Contractor has performed all of its obligations under these provisions. This provision means that City can withhold all or part of a payment to Contractor until all required documentation is submitted. Any payment by the City despite Contractor's failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Agreement or a waiver of the right to withhold payment for any subsequent breach of this Exhibit.

4. City or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to $200 per day per worker for each wage violation identified; $100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and $25 per day per worker for any overtime violation.

EXHIBIT E

SAMPLE WORK AUTHORIZATION FORM

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

PART A: GENERAL INFORMATION

WORK AUTHORIZATION NUMBER:		☐ 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 9 of Exhibit A and Section 2 of Exhibit B.

3. COMPENSATION

a. Basis of Compensation: ☐ Time & Materials ☐ Fixed Fee

b. Reimbursable Expenses:

☐ No expenses are reimbursable.

☐ Expenses are separately reimbursable in the maximum amount of:

_____

c. Payment Schedule:
☐ Monthly ☐ Completion of Deliverable/Milestone ☐ Completion of Services

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

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

4. LIQUIDATED DAMAGES

☐ Liquidated Damages do not apply.

☐ Liquidated Damages apply as follows:

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

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

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

5. ACCEPTANCE CERTIFICATE

☐ Acceptance Certificate not required.

☐ Acceptance Certificate required.