

**AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
ROSEMOUNT INC.
DBA: MEASUREMENT SOLUTIONS SYSTEMS & SERVICES**

PREAMBLE

The Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Rosemount Inc., a Minnesota corporation, doing business as Measurement Solutions Systems & Services (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 calibration, maintenance, and repair services for various instruments and devices for Silicon Valley Power (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 Services of the quality and type which meet objectives and requirements of City; and,
- C. The Parties have specified herein the terms and conditions under which such Services will be provided and paid for.

The Parties agree as follows:

AGREEMENT 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

Appendix A1: Cogen Transmitter Calibration Lists

Appendix A2: Cogen Switch Calibration List

Appendix A3: DVR Outage Master Instrumentation List

Appendix A4: Gianera Calibration List for Two Combustion

Turbines

Appendix A5: DVR Water Treatment Analyzer List

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. TERM OF AGREEMENT

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment(s) to this Agreement, the term of this Agreement shall begin on October 1, 2023 of this Agreement and terminate on September 30, 2028 (“Initial Term”).

After the Initial Term, City reserves the right, at its sole discretion, to extend the term for one (1) additional year through September 30, 2029 (“Extension Term”). Such extension of term shall be authorized through an Amendment to this Agreement executed by the Parties. The Initial Term and Extension Term shall be collectively referred herein 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

A. **Services.** Services shall be performed by trained personnel using industry-standard equipment and instrumentation for the particular Service provided. Contractor expressly warrants that Services shall conform to the agreed upon specifications, requirements, and instructions of this Agreement. The foregoing warranties will apply until the expiration of the applicable warranty period. Services are warranted for a period of one (1) year from the date of completion of the Services. Contractor, at Contractor’s option, shall either correct any errors that are found by City in the Services or refund the purchase price of the defective portion of the Services.

- B. **Goods.** Contractor warrants that any goods manufactured by Contractor and provided in connection with the Services shall be free from defects in materials or workmanship under normal use and care. The foregoing warranties shall apply until the expiration of the applicable warranty period. The goods are warranted for twelve (12) months from the date of initial installation or eighteen (18) months from the date of shipment by Contractor, whichever period expires first. Consumables (i.e., goods which require replacement with regular maintenance) are warranted for a period of 90 days from the later of the date of shipment or completion of the Services. Products purchased by Contractor from a third party for resale to City ("Resale Products") shall carry only the warranty extended by the original manufacturer. City agrees that Contractor has no liability for Resale Products beyond making a reasonable commercial effort to arrange for procurement and shipping of the Resale Products. If City discovers any warranty defects and notifies Contractor thereof in writing during the applicable warranty period, Contractor shall, in consultation with City and at no additional charge to City, (1) correct any errors that are found by Contractor in the goods or Services or (2) repair or replace by standard ground freight, at Contractor's expense, to Contractor's designated repair facility that portion of the goods found by Contractor to be defective or (3) refund the purchase price of the defective portion of the goods. All warranties set forth herein shall be void and unenforceable in the event (a) the goods are not maintained or operated in accordance with the applicable operations and maintenance manuals provided by Contractor to City (b) normal wear and usage, (c) unsuitable power sources or environmental conditions, (d) accident, (d) misuse, improper installation, modification, repair, (e) use of unauthorized replacement parts, storage or handling, or (f) any other cause not the fault of Contractor are not covered by this limited warranty, and shall be at City's expense. Goods repaired and parts replaced by Contractor during the warranty period shall be in warranty for the remainder of the original warranty period and manufacturers' warranties. This limited warranty is the only warranty made by Contractor and can be amended only in writing and signed by Contractor.
- C. THE WARRANTIES AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE. THERE ARE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER MATTER WITH RESPECT TO ANY OF THE GOODS OR SERVICES.

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 **One Million Dollars (\$1,000,000)** 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 materials 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, and Contractor has failed to cure such failure within fifteen (15) days following written notice from the City, in addition to all other remedies provided under this Agreement, 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) business 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

- A. Confidential Information” means, with respect to a Party hereto, all information or material which either (1) is marked or identified as “Confidential,” “Restricted,” or “Proprietary Information” or other similar marking or identification, or (2) the other Party knew, as recipient, or under the circumstances, should have known, was considered confidential or proprietary by the Disclosing Party (as defined below), except that Contractor pricing shall not be deemed Confidential Information. Confidential Information shall consist of all information, whether in written, oral, electronic, or other form, furnished in connection with this Agreement by the Disclosing Party or its Representatives (“Representative” is defined as any elected and appointed officials, affiliate, director, officer, employee, agent, advisor or consultant of a Party or any of its subsidiaries or affiliates) to the Receiving Party (as defined below) or to its Representatives, and specifically includes but is not limited to the City’s individually identifiable customer information, and the City’s customer usage data and financial data.
- B. Contractor and the City shall each hold the other’s Confidential Information in confidence. Neither Party shall make the other’s Confidential Information available in any form to any third party or use the other’s Confidential Information for any purpose other than as specified in this Agreement. The Party providing Confidential Information (“Disclosing Party”) to the other Party (“Receiving Party”) shall remain the sole owner of such information. Except as provided elsewhere within this Agreement, nothing contained in this Agreement shall be construed as granting or conferring any right or license in any Confidential Information or in any patents, copyrights, software or other technology, either expressly or by implication to the Receiving Party, or to its Representatives or to others. The term Confidential Information shall not include any of the following: (1) information already in possession of, or already known to, the Receiving Party as of the Effective Date without an obligation of confidentiality; (2) information in the public domain at the time of the disclosure, or which, after

such disclosure, enters into the public domain through no breach of this Agreement by the Receiving Party or its Representative(s); (3) information lawfully furnished or disclosed to the Receiving Party by a non-party to this Agreement without any obligation of confidentiality and through no breach of this Agreement by the Receiving Party or its Representative(s); (4) information independently developed by the Receiving Party without use of any Confidential Information of the Disclosing Party; or (5) information authorized in writing by the Disclosing Party to be released from the confidentiality obligations herein.

- C. By virtue of this Agreement, each Party hereto may disclose to the other Party information that is Confidential Information. This Agreement does not diminish, revoke or supersede any existing confidentiality, non-disclosure or similar agreement between the Parties that does not pertain to the subject matter of this Agreement. However, any Confidential Information, whether or not previously disclosed, that pertains to the subject matter of this Agreement shall be governed by the terms of this Section 11 which shall supersede any such previous agreement with respect to such Confidential Information and any Confidential Information relating to the subject matter of this Agreement that was exchanged under such previous agreement shall be treated as though it was exchanged under this Agreement as of the date of such exchange.
- D. The Receiving Party will treat all Confidential Information of the Disclosing Party, no matter written, electronic, or oral, as confidential and proprietary, and the Receiving Party shall only use such information in furtherance of this Agreement. As such, the Receiving Party shall hold in confidence the Confidential Information of the Disclosing Party and ensure that such Confidential Information is not disclosed to any other person or entity, except as expressly permitted by this Agreement or as authorized in writing by the Disclosing Party. Receiving Party shall not disclose Confidential Information of the Disclosing Party received under this Agreement to any person other than its Representatives who require knowledge of such Confidential Information in furtherance of this Agreement. The Receiving Party shall inform its Representatives of the confidential nature of the Confidential Information of the Disclosing Party and advise such Representatives of the limitations on the use and disclosure and prohibition on making copies or summaries of such Confidential Information. The Receiving Party shall be responsible for any breach of this Agreement by its Representatives. Neither Party shall use the Confidential Information of the other Party for any commercial purpose.
- E. If the Receiving Party becomes legally compelled (by oral questions, interrogatories, request for information or documents, subpoena, civil investigative demand, or similar process) to disclose any Confidential Information of the Disclosing Party or is requested Confidential Information pursuant to the California Public Records Act or similar law, the Receiving

Party will provide the Disclosing Party with written notice of such an occurrence (if so permitted) as soon as possible. Thereafter, at its sole costs and expense, the Disclosing Party may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. So long as it is consistent with applicable law, the Receiving Party will not oppose action by, and the Receiving Party will cooperate with, the Disclosing Party, at the Disclosing Party's sole cost and expense, to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information. If the Disclosing Party fails to obtain such protective order or other remedy, or if the Disclosing Party waives compliance with the requirements of the preceding sentence, the Receiving Party will disclose only that Confidential Information that it is legally required to disclose, and will exercise commercially reasonable efforts, at Disclosing Party's expense, to obtain reliable assurance that confidential treatment will be accorded the Confidential Information so disclosed.

- F. In the event the Receiving Party discloses, disseminates or releases any Confidential Information, except as expressly permitted by this Agreement, such disclosure, dissemination or release will be deemed a material breach of this Agreement and the Disclosing Party may demand prompt return of all Confidential Information previously provided to the Receiving Party. As soon as the Receiving Party becomes aware that it has made an unauthorized disclosure of Confidential Information, the Receiving Party shall take any and all necessary actions to recover the improperly disclosed Confidential Information and promptly notify Disclosing Party regarding the nature of the unauthorized disclosure and the corrective measures being taken. Each Party agrees that any breach of their confidentiality obligations could cause irreparable harm to the other Party, the amount of which would be extremely difficult to estimate. Accordingly, it is understood and agreed that monetary damages would not be a sufficient remedy for any material breach of this Agreement and that specific performance and the Disclosing Party may seek injunctive relief in addition to monetary damages in the event of any breach or any threat of such breach. The provisions of this Paragraph are in addition to any other legal rights or remedies the Disclosing Party may have.
- G. Within two (2) weeks of the termination of this Agreement, Contractor will return to the City or destroy, to the extent permitted by law, any and all Confidential Information, including all originals, copies, translations, transcriptions or any other form of material, without retaining any copy or duplicate thereof; provided that Contractor may retain Confidential Information contained on backup media created in the ordinary course of business provided further that there is no effort to access such Confidential Information and Consultant's confidential obligations with respect to such information shall continue so long as such information is retained. Contractor shall certify in writing the destruction of the Confidential

Information. The City may perform an audit of Consultant's records to confirm the return or destruction of the Confidential Information. The City shall have this audit right for three (3) years after the termination of this Agreement. Notwithstanding the foregoing, the City shall not have the right to audit: (i) documents unrelated to the records being audited and (ii) Contractor's proprietary information.

- H. Notwithstanding the termination of this Agreement, this Confidentiality Section shall survive the expiration or earlier termination of this Agreement.

12. OWNERSHIP OF MATERIAL

All material created specifically for the City under this Agreement, 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.

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 in connection any cost, payment, claim, other records or supporting documentation relating to the Services. 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 ten (10) percent adverse to the City.

Notwithstanding the foregoing, the City shall not have the right to audit: (i) the development of negotiated or standard rates, overhead or profit factors; (ii) items where price is not calculated on a time and materials basis; (iii) documents unrelated to the contract being audited; (iv) employee salary or personal information; and (v) Contractor's proprietary information, provided, however, the City may audit such documents to the extent necessary to verify compliance with applicable law.

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 provide reasonable assistance to 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 third party 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, to the extent caused by Contractor's negligent acts or omissions or willful misconduct or fraud, and whether sounding in law, contract, tort, or equity, and in any manner caused by the Services performed by Contractor pursuant to this Agreement.
- 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. LIMITATION OF REMEDY AND LIABILITY

The total aggregate liability of Contractor and its subsidiaries, officers, employees and agents to City, its City Council, commissions, officers, employees, volunteers and agents and their insurers, collectively, for all claims (direct and third-party), damages, losses, expenses, costs, and liabilities of any kind arising out of this Agreement, whether such arise from a breach of contract; a defense, indemnification, or hold harmless obligation; warranty; tort, including negligence; strict liability; or otherwise, shall be limited to four (4) times the maximum compensation in Section 6, as amended. Notwithstanding the foregoing, the foregoing liability limitation shall not apply in cases of employee claims, personal injury to a third party or damage to property of a third party. Contractor or City shall not be liable for any special, consequential, incidental, indirect, exemplary, or punitive damages, including, without limitation, any loss of profit or revenues, even if Contractor or City has been advised of the possibility of such damages.

This limitation of liability shall survive the expiration or termination of this Agreement.

16. 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.

17. 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.

18. 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:

Rosemount Inc., doing business as Measurement Solutions Systems &
Services
Attention: Amy M. Halloran, Contracts Counsel
6005 Rogerdale Road,
Houston, TX 77072
and by e-mail at amy.halloran@emerson.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.

19. 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>).

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. AMENDMENTS

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

26. 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.

27. 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.

[SIGNATURES ON NEXT PAGE]

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:

Dated: _____

GLEN R. GOOGINS
City Attorney

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"

ROSEMOUNT INC.
doing business as MEASUREMENT SOLUTIONS SYSTEMS & SERVICES
a Minnesota corporation

Dated: November 28, 2023

By (Signature): Amy M. Halloran

Name: Amy M. Halloran

Title: Contracts Counsel

Principal Place of
Business Address: 6005 Rogerdale Road, Houston, TX 77072

Email Address: amy.halloran@emerson.com

Telephone: (952) 204-6793

Fax: Not applicable

"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, materials, and supplies required to provide as-needed calibration, maintenance, and repair services for various instruments and devices (“Services”) for Silicon Valley Power (“SVP”).
- 1.2** Contractor shall perform the Services according to the original equipment manufacturer (OEM) standards and industry best practices. Any deviations must be approved in writing by SVP.
- 1.3** The terms “City” and “SVP” may be used interchangeably throughout this document.
- 1.4** To the extent not inconsistent with this Agreement (including this Exhibit), the City’s RFP 21-22-68 (including subsequent addenda) and Contractor’s proposal response dated June 14, 2022, 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 any inconsistency between the terms of this Agreement (including its Exhibits) and the RFP or Contractor’s proposal, the Agreement (including its Exhibits) shall govern and control.

SECTION 2. LOCATION

- 2.1** Contractor will primarily perform Services in City of Santa Clara limits at the following locations:
 - 2.1.1** Donald Von Raesfeld (DVR) Power Plant located at 850 Duane Avenue, Santa Clara, CA 95054
 - 2.1.2** Fuel Gas Compressor Building (Gas Compressor) located at 2977 Lafayette Street, Santa Clara, CA 95054
 - 2.1.3** Gianera Generating Station (Gianera) located at 2339 Gianera Street, Santa Clara, CA 95054
 - 2.1.4** Cogeneration Plant (Cogen) located at 524 Robert Avenue, Santa Clara, CA 95050
- 2.2** In addition, services may be required at the following locations outside City limits:
 - 2.2.1** Stony Creek Hydroelectric System (Stony) located near Orland, CA
 - 2.2.2** Grizzly Hydroelectric Plant (Grizzly) located in Plumas County, CA
 - 2.2.3** Black Butte Powerhouse located in Orland, CA

- 2.3** Using the process described in Section 10, Contractor may be requested to perform services at other City locations.

SECTION 3. DOCUMENTS

- 3.1** This Exhibit contains the following appendices:

- 3.1.1** Appendix A1: Cogen Transmitter Calibration List
- 3.1.2** Appendix A2: Cogen Switch Calibration List
- 3.1.3** Appendix A3: DVR Outage Master Instrumentation List
- 3.1.4** Appendix A4: Gianera Calibration List for Two Combustion Turbines
- 3.1.5** Appendix A5: DVR Water Treatment Analyzer List

- 3.2** The City may modify the appendices to add or delete instruments and devices as required. Such changes shall not require modification of the Agreement unless those changes result in a change in pricing.

SECTION 4. SERVICES TO BE PERFORMED

- 4.1** The Services that Contractor will perform include but are not limited to:

- 4.1.1** Repair or replace various instruments such as:
 - 4.1.1.1** Pressure transmitters and switches
 - 4.1.1.2** Differential pressure transmitters and switches
 - 4.1.1.3** Level transmitters and switches
 - 4.1.1.4** Thermocouples
 - 4.1.1.5** Resistance temperature detectors
 - 4.1.1.6** Control valves
 - 4.1.1.7** Pneumatic instruments
- 4.1.2** Install and commission instruments and control devices
- 4.1.3** Verify instruments and devices are restored to their operational state (e.g., valves in, wired, sealed and enclosed)
- 4.1.4** Analyze and interpret test result data

- 4.1.5** Troubleshoot calibration errors
- 4.1.6** Perform instrument and device calibrations annually or as may be directed by the City
- 4.1.7** Provide miscellaneous routine calibration and maintenance services

SECTION 5. SPECIFIC REQUIREMENTS

When required to perform Services, Contractor shall be responsible for providing the following associated activities:

- 5.1** Supervision and administrative support
- 5.2** Project management
- 5.3** Subcontractor management
- 5.4** Logistical planning
- 5.5** Scheduling services
- 5.6** On-site crane support
- 5.7** On-site cribbing and rigging
- 5.8** On-site scaffolding Services
- 5.9** On-site shoring Services
- 5.10** On-site atmospheric testing of vaults, spaces or similar equipment
- 5.11** On-site confined space rescue team
- 5.12** On-site electrical testing and non-destructive examination (NDE)
- 5.13** On-site miscellaneous services (portable restroom facilities, rental equipment such as light standards, generators, fueling services, etc.)
- 5.14** Expedited procurement and transportation of materials, parts, and equipment when requested by the City.

SECTION 6. REPORTS

6.1 Service Reports

- 6.1.1** Within seven (7) days after final acceptance by the City of Services associated with each Work Authorization (as defined in Section 10),

Contractor shall provide a report to the City, which shall include the following information:

- 6.1.1.1** Type of service (such as preventative maintenance, repair, and/or calibration services)
- 6.1.1.2** Summary of existing conditions
- 6.1.1.3** Description of as-found and as-left calibration data reports for each instrument and device tested or installed
- 6.1.1.4** Description of all newly installed instruments and devices and verification report of existing inventory
- 6.1.1.5** Description of noted issues/deficiencies (including photos) and recommended corrective actions
- 6.1.1.6** Description of services/repairs performed
- 6.1.1.7** Summary list of spare parts and material inventory, including serial number of all parts removed and installed
- 6.1.1.8** Other information that the City may request

6.2 Status Reports

- 6.2.1** Contractor shall provide regular cost, schedule, and status updates on services performed during the term of the Agreement.
 - 6.2.2** Depending on work activity, status updates may be required daily, weekly, or monthly at the direction of the City.
- 6.3** Contractor shall provide all reports in electronic format and in hard copy if requested by the City.

SECTION 7. 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/ Emergency Work Order.

SECTION 8. HOURS AND DAYS OF SERVICE

Contractor will generally perform the required Services during regular business hours which is 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 9. SCHEDULING AND PLANNING

9.1 Scheduled Services

- 9.1.1** Generally, Contractor will provide Services during plant outages that are scheduled by SVP in early spring and late fall of each year. City estimates that the Services will be required for twenty (20) days per calendar year.
- 9.1.2** Contractor shall plan, staff, and execute the Services with fourteen (14) days' advance notice from the City.

9.2 Emergency Services

- 9.2.1** Contractor shall be available to provide 24-hour emergency services, seven (7) days per week, 365 days per year.
 - 9.2.2** Contractor shall provide an answering service contact phone number at which an individual can be reached at any time.
 - 9.2.3** Contractor shall be on site within (24) hours from City's notification to perform the Services.
- 9.3** For critical equipment, Contractor may be required to work shifts longer than twelve (12) hours per day or working alternative shifts including night shifts.

SECTION 10. WORK AUTHORIZATION PROCESS

Contractor acknowledges that Contractor is one of two firms selected to perform the Services, pursuant to two (2) separate agreements (collectively, the "Calibration, Maintenance, and Repair Services Agreements"). Specific work will be assigned as set forth below.

10.1 Non-Emergency Work

- 10.1.1** When as-needed services are required, the City will request a Proposal for the work (Work Request). In its request, the City will provide a description of the work required, the deadline for response, and any other relevant information.
- 10.1.2** Proposal: Contractor shall prepare and submit a proposal (Proposal) for each Work Request that includes:
 - 10.1.2.1** A work plan that includes a detailed description by task of the services to be performed.
 - 10.1.2.2** A project timeline/schedule with discussion on any activities that may impact the project timeline/schedule.

- 10.1.2.3** A list of Contractor's personnel and subcontractors including subcontractor Department of Industrial Relations (DIR) number where required.
- 10.1.2.4** Any required drawings or documents.
- 10.1.2.5** A list of City responsibilities.
- 10.1.2.6** A final acceptance criteria
- 10.1.2.7** An itemized cost proposal showing:
 - 10.1.2.7.1** Hours and hourly rates by position as listed in Appendix B1 for both Contractor and subcontractor personnel if applicable. Indicate labor subject to prevailing wage requirements
 - 10.1.2.7.2** Parts/materials
 - 10.1.2.7.3** Rental and/or specialty equipment
 - 10.1.2.7.4** Reimbursable expenses in accordance with the limitations set forth in Exhibit B
 - 10.1.2.7.5** Any additional costs such as, but not limited to, freight and permit fees
 - 10.1.2.7.6** Breakdown of materials and labor sufficient to calculate sales tax
 - 10.1.2.7.7** Estimated total cost including all required taxes
- 10.1.2.8** 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.
- 10.1.2.9** Cost 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.
- 10.1.2.10** 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.

- 10.1.2.11** Provided that Contractor's original Proposal includes all items listed in Section 10.1.2, Contractor and City may negotiate whether the Work Authorization will be fixed price (lump sum) or based on specific rates of compensation (e.g., time and materials) for the completion of work.
- 10.1.2.12** Contractor must submit a revised Proposal to the City based upon such negotiations. If a fixed fee or lump sum is authorized, a payment schedule shall be included. The final proposal shall include a clear breakdown of materials and labor indicating taxable and non-taxable items and an estimate of sales tax.

10.1.3 Work Authorization

- 10.1.3.1** If the completion of the services in the Proposal will not result in total costs (including all previously authorized work) exceeding the maximum compensation in Section 6 of the Agreement, additional services may be authorized as set forth in this Section.
- 10.1.3.2** For Proposals with a total cost exceeding \$50,000, Work Authorizations shall be issued in substantially the same format as Exhibit E. Each Work Authorization shall describe the 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.
- 10.1.3.3** Subject to the terms and conditions of this Agreement, Contractor and City will negotiate the specific scope and requirements of each Work Authorization. Upon execution by the Parties, the Work Authorization shall become an Approved Work Authorization.
- 10.1.3.4** Each Approved Work Authorization shall have a purchase order attached to it.
- 10.1.3.5** For Proposals with a total cost less than \$50,000, a signed Work Authorization is not required. The City will issue a purchase order authorizing Services and the purchase order will serve as the Approved Work Authorization.
- 10.1.3.6** Only the Assistant Director of the Electric Utility, Electric Utility Chief Operating Officer, or Chief Electric Utility Officer may, on behalf of the City, execute a Work Authorization. Purchase orders are issued by the Finance Department.

- 10.1.3.7** Except in the case of emergency which shall confirm to the conditions of Section 10.2 or where the circumstances in Section 10.1.4.4 apply, Contractor shall not initiate the additional services and the City will not compensate the Contractor until the City has executed the Work Authorization for such additional services where applicable ("Approved Work Authorization") and issued a purchase order.
- 10.1.3.8** 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.
- 10.1.3.9** An Approved Work Authorization must be consistent with – and cannot alter - the terms and conditions of this Agreement. The terms and conditions of this Agreement shall prevail over any and all terms and conditions contained in an Approved Work Authorization - even if the Approved Work Authorization expressly states that it is intended to control. Any conflicting terms and conditions in an Approved Work Authorization are invalid and unenforceable.
- 10.1.3.10** The City (through the individuals listed in Section 10.1.4.4 or, in the case of purchase orders, the Finance Department) may terminate an Approved Work Order, 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.

10.1.4 Changes to Work Authorization

- 10.1.4.1** Contractor shall notify the City immediately when a situation occurs that may result in a change to the total project cost or specific line items in an Approved Work Authorization or purchase order. Contractor shall provide the reason for the change specific to each Approved Work Authorization or purchase order.
- 10.1.4.2** 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.

10.1.4.3 In the event that unanticipated site conditions or other issues result in costs that exceed the approved Work Authorization or purchase order or changes to line items in an Approved 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 required services. The City will issue a new or amended Work Authorization (if required pursuant to Section 10.1.3) or purchase order (as applicable) to authorize such additional Services. Each changed Work Authorization and purchase order shall amend the Services and be incorporated into the Services by reference.

10.1.4.4 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.

10.2 Emergency Work

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

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

10.2.3 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 work. The Proposal shall be detailed in accordance with this Section 10 and shall also include any

completed work. City will issue a Work Authorization (if required pursuant to Section 10.1.3) and purchase order as soon as reasonably practicable

- 10.3** Each Approved Work Authorization and purchase order including those authorizations issued pursuant to Section 10.1.3 and 10.1.4.4 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.
- 10.4** Proposals, pricing and quotes are not confidential and will not be treated as confidential even if marked confidential when submitted.
- 10.5** Except in the situations described in Section 10.1.4.4 and Section 10.2, Contractor shall not initiate services before a Work Authorization has been approved and/or purchase order has been issued and the City has directed Contractor to perform Services.

SECTION 11. APPLICABLE LAWS AND REGULATIONS

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

- 12.1** Contractor shall perform all work in a professional manner 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.
- 12.2** 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.

- 12.3** 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.
- 12.4** City reserves the right to inspect any work performed by Contractor and its subcontractors. If, upon inspection, the City determines that there is any unsatisfactory or defective work, Contractor must correct the work at no additional cost to the City.

SECTION 13. PERMITS AND LICENSES

Contractor shall obtain, maintain, and pay for all licenses, permits, and certificates required by any statute, ordinance, rule, or regulation for the performance of Services.

SECTION 14. INTENTIONALLY DELETED

SECTION 15. 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 16. WORK AREA

- 16.1** 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 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.
- 16.2** Contractor shall follow all directions of City with regard to clean-up both during the course of, and upon completion of the 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 work required to adequately protect SVP'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.
- 16.3** 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.

- 16.4** Contractor shall make all reasonable efforts to minimize obstructions and inconvenience to SVP's operations and others who may be impacted by Contractor's Services.

SECTION 17. CONTRACTOR'S EQUIPMENT, TOOLS, AND MATERIALS

- 17.1** All equipment, tools (including any specialty tooling), and materials required for the execution of the work 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 SVP personnel.
- 17.2** Tools and equipment shall be kept in proper operating condition and used only for the purpose for which they were designed. SVP reserves the right to suspend Services if improper tools or equipment are being used or operated.
- 17.3** Tools and equipment shall be safely stored overnight under lock and key. Loss of any tools or equipment shall be reported immediately to SVP.
- 17.4** 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.
- 17.5** City will not be responsible for the loss of tools, equipment, or materials.

SECTION 18. DISPOSAL OF WASTE & SCRAPS

- 18.1** All wastes generated or encountered in the performance of the Services must be managed in accordance with all applicable local, State, and federal regulations and laws. Unless otherwise specified in the applicable Purchase Order / Interim Work Order / Emergency Work Order, Contractor is solely responsible for arranging and implementing the proper handling, management, storage, transport, and disposal of all wastes including any hazardous materials.
- 18.2** 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.
- 18.3** Contractor shall recycle all material scraps, and credit the value to the City.

SECTION 19. SAFETY

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

- 19.2** 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. At City's request, a copy of the Contractor's IIPP shall be submitted to the City prior to the execution of an agreement and be made available on-site.
- 19.3** Contractor shall schedule safety inspections as necessary and as may be requested by the City to identify and correct unsafe conditions and work practices. The City reserves the right to accompany Contractor during these inspections.
- 19.4** 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).
- 19.5** Contractor's employees (including any subcontractors) shall utilize 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.
- 19.6** 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 and On-Site Supervisor (as defined in Section 21) and Contractor employees.

SECTION 20. INJURY/PROPERTY DAMAGE

Contractor shall notify the City immediately in the event of an injury or property damage that occurs during the performance of the services. Contractor shall investigate the reported injury or damage upon request from SVP and provide SVP with regular updates including all accident reports until the investigation is resolved. SVP reserves the right to perform its own investigation. Should SVP choose to conduct its own investigation, Contractor shall assist as required.

SECTION 21. CONTRACTOR'S PERSONNEL

21.1 Project Manager/On-Site Supervisor

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

21.2 Staffing

- 21.2.1** 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.
- 21.2.2** Contractor shall ensure its employees and any subcontractors supply proper identification when requested by the City.
- 21.2.3** Contractor shall inform SVP 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 SVP for review and approval.

21.3 Employee Training

- 21.3.1** 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.
- 21.3.2** It is essential that all employees be thoroughly trained and familiar with the equipment and procedures to be followed.
- 21.3.3** 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.
- 21.3.4** 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 the Services.
- 21.3.5** At the City's request, Contractor shall submit copies of training records for its employees.

21.4 Standards of Conduct

- 21.4.1** 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:
 - 21.4.1.1** Display a discourteous, abrupt, abrasive, or belligerent attitude.

- 21.4.1.2** Use any prescribed or over-the-counter medications which can potentially impair the employee's ability to perform the Services safely.
 - 21.4.1.3** Present or identify themselves as employees of the City of Santa Clara.
 - 21.4.1.4** Possess any firearms, narcotics, drugs, intoxicants, or other restricted materials while on the premises.
- 21.4.2** In the event a Contractor employee fails to meet these standards of conduct, Contractor shall immediately remove that 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.
- 21.4.3** 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 22. E-BUILDER

- 22.1** When required by City, Contractor shall use utilize e-Builder for submission of data and documents throughout the term of this agreement.
- 22.2** 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.
- 22.3** 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.
- 22.4** 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.
- 22.5** 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.

- 22.6** 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.
- 22.7** Contractor is responsible for managing, tracking, and documenting the work 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.
- 22.8** 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.
- 22.9** While regular email may still be used for communication, when requested by the City, e-Builder shall be utilized 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 utilize 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:
 - 22.9.1** Correspondence
 - 22.9.2** Meeting Minutes
 - 22.9.3** Submittals and Shop Drawings
 - 22.9.4** 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.
 - 22.9.5** Requests for Information (RFI's)
 - 22.9.6** Submittals and Shop Drawings
 - 22.9.7** Change Order requests and documentation, including record copies of change orders, proposals, and modifications.
 - 22.9.8** Pay Applications

22.9.9 “Official” correspondence (such as letters) including informal correspondence, such as email.

22.9.10 Pre-Task Plans (PTPs)

22.9.11 Daily Construction Reports and other Daily Reports including Contractor Quality Control (CQC) Reports

22.9.12 All official reports, such as Commissioning reports

22.9.13 Notices and Claims

22.9.14 Operations and Maintenance Manuals

22.9.15 All Close-out documents, and

22.9.16 All testing results

22.10 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.

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

SECTION 23. SHIPPING AND FREIGHT

23.1 Contractor shall be responsible for shipment and delivery of all required products and materials to City. All freight charges will be pre-paid by Contractor. All products and materials 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. Contractor shall ensure that the products and materials are insured against “all risks” from the time the products and materials are placed in the possession of the carrier for shipment to/from City. Contractor will pack and ship all equipment in accordance with good commercial practices.

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

City of Santa Clara – Donald Von Raesfeld Power Plant
850 Duane Avenue, Santa Clara, CA 95054

APPENDIX A1 - COGEN TRANSMITTERS LIST

#	ID NUMBER	DESCRIPTION	LOCATION	CALIB RANGE	OUTPUT	MANUFACTURER	MODEL
1	96CDP-1	U-1 CDP	U-1 TURBINE COMPARTMENT	0-200 PSIG	4-20 MA	ROSEMOUNT	1151GP7E22B2
2	96CDP-2	U-2 CDP	U-2 TURBINE COMPARTMENT	0-200 PSIG	4-20 MA	ROSEMOUNT	1151GP7E22B3
3	96FGF-1	U-1 FUEL GAS FLOW XMITTER	WEST SIDE OF UNIT 1	0-181.5 INH2O	4-20 MA	ROSEMOUNT	3051CD3A02A1AH2S6B3E5
4	96FGF-2	U-2 FUEL GAS FLOW XMITTER	EAST SIDE OF UNIT 2	0-181.5 INH2O	4-20 MA	ROSEMOUNT	3051CD3A02A1AH2S6B3E6
5	96FGMP-1	U-1 FUEL GAS MANIFOLD PRESSURE	U-1 TURBINE COMPARTMENT	0-250 PSIG	4-20 MA	ROSEMOUNT	1151GP7E22T0003PB
6	96FGMP-2	U-2 FUEL GAS MANIFOLD PRESSURE	U-2 TURBINE COMPARTMENT	0-250 PSIG	4-20 MA	ROSEMOUNT	1151GP7E22B2
7	96FGP-1	U-1 TURBINE GAS PRESSURE	EAST SIDE OF UNIT 1	0-300 PSIG	4-20 MA	ROSEMOUNT	1144G0600A22
8	96FGP-2	U-2 TURBINE GAS PRESSURE	WEST SIDE OF UNIT 2	0-300 PSIG	4-20 MA	ROSEMOUNT	1144G0600A22
9	96FWF-1	U-1 BOILER FEEDWATER FLOW	BETWEEN U-1 & U-2	0-165 INH2O	4-20 MA	BAILEY	30 series
10	96FWF-2	U-2 BOILER FEEDWATER FLOW	BETWEEN U-1 & U-2	0-165 INH2O	4-20 MA	ROSEMOUNT	3051CD2A02A1AM5S5
11	96QPG-1	U-1 GENERATOR BEARING PRESSURE	U-1 TURBINE COMPARTMENT	0-40 PSIG	4-20 MA	ROSEMOUNT	1151GP7E22B2
12	96QPG-2	U-2 GENERATOR BEARING PRESSURE	U-2 TURBINE COMPARTMENT	0-40 PSIG	4-20 MA	ROSEMOUNT	1151GP7E22B2
13	96QPRG-1	U-1 REDUCTION GEARBOX PRESSURE	U-1 TURBINE COMPARTMENT	0-60 PSIG	4-20 MA	ROSEMOUNT	1151GP7E22B3
14	96QPRG-2	U-2 REDUCTION GEARBOX PRESSURE	U-2 TURBINE COMPARTMENT	0-60 PSIG	4-20 MA	ROSEMOUNT	1151GP7E22T0003PB
15	96QPT-1	U-1 TURBINE OIL PRESSURE	U-1 TURBINE COMPARTMENT	0-100 PSIG	4-20 MA	ROSEMOUNT	2088
16	96QPT-2	U-2 TURBINE OIL PRESSURE	U-2 TURBINE COMPARTMENT	0-100 PSIG	4-20 MA	ROSEMOUNT	1151GP6S22
17	96QT-1	U-1 L/O HEADER TEMP	U-1 TURBINE COMPARTMENT	0-200 DEGF	4-20 MA	FOXBORO	893RA-PFSN000
18	96QT-2	U-2 L/O HEADER TEMP	U-2 TURBINE COMPARTMENT	0-200 DEGF	4-20 MA	FOXBORO	893RA-PFSN000
19	96SGP-1	U-1 SUPPLY GAS PRESSURE	EAST SIDE OF U-1	0-200 PSIG	4-20 MA	ROSEMOUNT	1151G0600A22
20	96SGP-2	U-2 SUPPLY GAS PRESSURE	WEST SIDE OF U-2	0-200 PSIG	4-20 MA	ROSEMOUNT	1151G0600A22
21	96SLT-1	U-1 BOILER LEVEL	SOUTHEAST SIDE OF U-1	-21.53 TO 0.85 INH2O	4-20 MA	ROSEMOUNT	3051CD2A02A1AM5S5
22	96SLT-2	U-2 BOILER LEVEL	SOUTHEAST SIDE OF U-2	-22.7 to -0.91 INH2O	4-20 MA	ROSEMOUNT	3051CD2A02A1AH2B1M5C1
23	96STF-P	MAIN STEAM FLOW	SOUTH SIDE PIPE RACK	0-142 INH2O	4-20 MA	ROSEMOUNT	3051CD2A02A1AM5S5
24	96STTB	METERING SYSTEM (UPPER)	PIPE RACK BY CONTROL CAB	0-250 PSIG	4-20 MA	ROSEMOUNT	3051
25	96WNFDP-1	U-1 WTR INJ FILTER D/P	EAST SIDE U-1	0-277 INH2O	4-20 MA	ROSEMOUNT	1151
26	96WNFDP-2	U-2 WTR INJ FILTER D/P	WEST SIDE U-2	0-277 INH2O	4-20 MA	ROSEMOUNT	1151
27	L96STP-PB	CUSTOMER STEAM PRESSURE	SOUTH SIDE OF CONTROL CAB	-3.4 TO 196.6 PSIG	4-20 MA	ROSEMOUNT	3051CG4A22A1AB4E504
28	L96STT	STEAM METERING SYSTEM	SOUTH SIDE OF CONTROL CAB	32-500 DEGF	4-20 MA	ROSEMOUNT	3144P
29	WNL T	DEMIN WATER TANK LEVEL	DEMIN WATER TANK	0-130 INH2O	4-20 MA	ROSEMOUNT	1151
30	WNPDP T	WTR INJ PUMP DISCHARGE PRESSURE	SOUTH SIDE OF U-2	0-600 PSIG	4-20 MA	ROSEMOUNT	1144
31	WNPSP T	WTR INJ FLOW	SOUTH OF U-2	0-150 INH2O	4-20 MA	ROSEMOUNT	1151
32	WNPT-1	U-1 WTR INJ PRESSURE	EAST SIDE U-1	0-600 PSIG	4-20 MA	ROSEMOUNT	1151
33	WNPT-2	U-2 WTR INJ PRESSURE	WESTSIDE U-2	0-600 PSIG	4-20 MA	ROSEMOUNT	1151
34	L96COF	CONDENSATE RETURN FLOW	SOUTH SIDE OF CONTROL CAB	0-125 INH2O	4-20 MA	ROSEMOUNT	3051CD2A02A1AS5M5
35	96DAL	DA LEVEL	West Side of DA	-69 to -9 INH2O	4-20 MA	ROSEMOUNT	3051CD2A02A1AM5S5
36	96CIP-1	U-1 COMPRESSOR INLET PRESSURE	U-1 TURBINE COMPARTMENT	0-8 INH2O	4-20 MA	FOXBORO	
37	96CIP-2	U-2 COMPRESSOR INLET PRESSURE	U-2 TURBINE COMPARTMENT	0-8 INH2O	4-20 MA	FOXBORO	
38	L96STP-PA	MAIN HEADER PRESSURE	PIPE RACK BY CONTROL CAB (UP High)	0-250 PSIG	4-20 MA	ROSEMOUNT	3051
39	96STF-PA	MAIN STEAM FLOW (UNCORRECTED)	PIPE RACK BY CONTROL CAB (UP High)	0-142 INH2O	4-20 MA	ROSEMOUNT	3051CD2A02A1AM5S5
40	96STP-1	U-1 DRUM PRESSURE	BY U-1 STEAM DRUM	0-250 PSIG	4-20 MA	BAILEY	30 series
41	96STP-2	U-2 DRUM PRESSURE	BY U-2 STEAM DRUM	0-250 PSIG	4-20 MA	BAILEY	30 series
42	96IAP-1	U-1 AIR PRESSURE	ON TOP OF U-1 HRSG DUCTING	0-150 PSIG	4-20 MA	BAILEY	30 series
43	96IAP-2	U-2 AIR PRESSURE	ON TOP OF U-2 HRSG DUCTING	0-150 PSIG	4-20 MA	BAILEY	30 series
44	96DAP	DA PRESSURE	DA INSTRUMENT PANEL BETWEEN UNITS	0-20 PSIG	4-20 MA	BAILEY	30 series
45	96FWP	FEEDWATER PRESSURE	DA INSTRUMENT PANEL BETWEEN UNITS	0-350 PSIG	4-20 MA	BAILEY	30 series

APPENDIX A2 - COGEN SWITCH CALIBRATION LIST

#	ID NUMBER	DESCRIPTION	LOCATION	CALIB RANGE	MANUFACTURER	MODEL
1	63QDPFH-1	U-1 OIL FILTER D/P SWITCH	U-1 TURBINE COMPARTMENT	20 PSI INCREASING		
2	63QDPFH-2	U-2 OIL FILTER D/P SWITCH	U-2 TURBINE COMPARTMENT	20 PSI INCREASING		
3	63QPGLL-1	U-1 GENERATOR OIL PRESSURE LOW TRIP	U-1 TURBINE COMPARTMENT	10 PSI DECREASING	BARKSDALE	D2H-A80SS
4	63QPGLL-2	U-2 GENERATOR OIL PRESSURE LOW TRIP	U-2 TURBINE COMPARTMENT	10 PSI DECREASING	BARKSDALE	D2H-A80
5	63QPRGLL-1	U-1 REDUCTION GEAR OIL PRESSURE LOW TRIP	U-1 TURBINE COMPARTMENT	15 PSI DECREASING	ALLEN BRADLEY	BULLETIN 836
6	63QPRGLL-2	U-2 REDUCTION GEAR OIL PRESSURE LOW TRIP	U-2 TURBINE COMPARTMENT	15 PSI DECREASING	ALLEN BRADLEY	BULLETIN 836
7	63QPTL-1	U-1 TURBINE OIL PSI LOW ALARM	U-1 TURBINE COMPARTMENT	40 PSI DECREASING	BARKSDALE	D2H-A80
8	63QPTL-2	U-2 TURBINE OIL PSI LOW ALARM	U-2 TURBINE COMPARTMENT	40 PSI DECREASING	BARKSDALE	D2H-A80
9	63QPTLL-1	U-1 TURBINE OIL PSI LOW LOW TRIP	U-1 TURBINE COMPARTMENT	20 PSI DECREASING	BARKSDALE	D2H-A80
10	63QPTLL-2	U-2 TURBINE OIL PSI LOW LOW TRIP	U-2 TURBINE COMPARTMENT	20 PSI DECREASING	BARKSDALE	D2H-A80
11	WNLS	DEMIN TANK LOW LEVEL SWITCH	DEMIN TANK	119 INH2O INCREASING	SOR	4NN-T2-SI-C1A
12	26QTHH-1	U-1 L/O HIGH TEMPERATURE TRIP	U-1 TURBINE COMPARTMENT	150 DEGF INCREASING	BARKSDALE	T2H-M251-12-A
13	26QTHH-2	U-2 L/O HIGH TEMPERATURE TRIP	U-2 TURBINE COMPARTMENT	150 DEGF INCREASING	BARKSDALE	T2H-M251-12-A

APPENDIX A3 - DVR OUTAGE MASTER INSTRUMENTATION LIST

#	ID NUMBER	DESCRIPTION	INPUT RANGE	OUTPUT RANGE	LOCATION	MODEL	NOTES
1	1SGA-FT-048	LP FW FLOW	0-100.0 INH2O	4-20 MA DC	UNIT 1 ATS BOILER	ROSEMOUNT 3051	
2	1SGA-LT-0029A	HP DRUM LEVEL	-47.5 to -1.40 inH2O	4-20 MA DC	UNIT 1 ATS BOILER	ROSEMOUNT 3051	
3	1SGA-LT-0029B	HP DRUM LEVEL	-47.5 to -1.40 inH2O	4-20 MA DC	UNIT 1 ATS BOILER	ROSEMOUNT 3051	
4	1SGA-LT-0042A	LP DRUM LEVEL	-47.5 to -1.40 inH2O	4-20 MA DC	UNIT 1 ATS BOILER	ROSEMOUNT 3051	
5	1SGA-LT-0042B	LP DRUM LEVEL	-47.5 to -1.40 inH2O	4-20 MA DC	UNIT 1 ATS BOILER	ROSEMOUNT 3051	
6	1SGA-PDT-1	FLUE GAS DP	0-18.00 INH2O	4-20 MA DC	UNIT 1 ATS BOILER	ROSEMOUNT 3051	
7	1SGA-PDT-11	HP EVAP 1 FLUE GAS DP	0-0.500 INH2O	4-20 MA DC	UNIT 1 ATS BOILER	ROSEMOUNT 3051	
8	1SGA-PDT-14	SCR CATALYST FLUE GAS DP	0-4.500 INH2O	4-20 MA DC	UNIT 1 ATS BOILER	ROSEMOUNT 3051	
9	1SGA-PDT-16	HP EVAP 2 FLUE GAS DP	0-0.700 INH2O	4-20 MA DC	UNIT 1 ATS BOILER	ROSEMOUNT 3051	
10	1SGA-PDT-17	HP EVAP 3 FLUE GAS DP	0-0.700 INH2O	4-20 MA DC	UNIT 1 ATS BOILER	ROSEMOUNT 3051	
11	1SGA-PDT-19	LP SUPERHTR FLUE GAS DP	0-0.200 INH2O	4-20 MA DC	UNIT 1 ATS BOILER	ROSEMOUNT 3051	
12	1SGA-PDT-20	HP ECON FLUE GAS DP	0-0.900 INH2O	4-20 MA DC	UNIT 1 ATS BOILER	ROSEMOUNT 3051	
13	1SGA-PDT-22	LP EVAP 1 FLUE GAS DP	0-0.600 INH2O	4-20 MA DC	UNIT 1 ATS BOILER	ROSEMOUNT 3051	
14	1SGA-PDT-23	LP EVAP 2 FLUE GAS DP	0-0.600 INH2O	4-20 MA DC	UNIT 1 ATS BOILER	ROSEMOUNT 3051	
15	1SGA-PDT-24	LP EVAP 3 FLUE GAS DP	0-0.600 INH2O	4-20 MA DC	UNIT 1 ATS BOILER	ROSEMOUNT 3051	
16	1SGA-PDT-26	LP ECON FLUE GAS DP	0-1.200 INH2O	4-20 MA DC	UNIT 1 ATS BOILER	ROSEMOUNT 3051	
17	1SGA-PDT-4	DB FLUE GAS DP	0-0.500 INH2O	4-20 MA DC	UNIT 1 ATS BOILER	ROSEMOUNT 3051	
18	1SGA-PDT-6	HP SUPERHTR 2 FLUE GAS DP	0-0.800 INH2O	4-20 MA DC	UNIT 1 ATS BOILER	ROSEMOUNT 3051	
19	1SGA-PDT-7	HP SUPERHTR 1 FLUE GAS DP	0-0.500 INH2O	4-20 MA DC	UNIT 1 ATS BOILER	ROSEMOUNT 3051	
20	1SGA-PDT-9	CO CATALYST FLUE GAS DP	0-3.00 INH2O	4-20 MA DC	UNIT 1 ATS BOILER	ROSEMOUNT 3051	
21	1SGA-PT-0030A	HP DRUM PRESSURE	0-1650 PSI	4-20 MA DC	UNIT 1 ATS BOILER	ROSEMOUNT 3051	
22	1SGA-PT-0030B	HP DRUM PRESSURE	0-1650 PSI	4-20 MA DC	UNIT 1 ATS BOILER	ROSEMOUNT 3051	
23	1SGA-PT-0038A	HP SUPERHTR 2 PRESSURE	0-1529.9 PSI	4-20 MA DC	UNIT 1 ATS BOILER	ROSEMOUNT 3051	
24	1SGA-PT-0038B	HP SUPERHTR 2 PRESSURE	0-1529.9 PSI	4-20 MA DC	UNIT 1 ATS BOILER	ROSEMOUNT 3051	
25	1SGA-PT-003A	DB INLET FLUE GAS PRESSURE	0-25.00 INH2O	4-20 MA DC	UNIT 1 ATS BOILER	ROSEMOUNT 3051	
26	1SGA-PT-003B	DB INLET FLUE GAS PRESSURE	0-25.00 INH2O	4-20 MA DC	UNIT 1 ATS BOILER	ROSEMOUNT 3051	
27	1SGA-PT-0043A	LP DRUM PRESSURE	0-220.00 PSI	4-20 MA DC	UNIT 1 ATS BOILER	ROSEMOUNT 3051	
28	1SGA-PT-0043B	LP DRUM PRESSURE	0-220.00 PSI	4-20 MA DC	UNIT 1 ATS BOILER	ROSEMOUNT 3051	
29	1SGA-PT-52	LP SUPERHTR FLUE OUTLET PRESSURE	0-175.00 PSI	4-20 MA DC	UNIT 1 ATS BOILER	ROSEMOUNT 3051	
30	1SGA-PT-10A	HP EVAP 1 INLET FLUE GAS PRESSURE	0-25.00 INH2O	4-20 MA DC	UNIT 1 ATS BOILER	ROSEMOUNT 3051	
31	1SGA-PT-10B	HP EVAP 1 INLET FLUE GAS PRESSURE	0-25.00 INH2O	4-20 MA DC	UNIT 1 ATS BOILER	ROSEMOUNT 3051	
32	1SGA-PT-13A	SCR CATALYST INLET FLUE GAS PRESSURE	0-25.00 INH2O	4-20 MA DC	UNIT 1 ATS BOILER	ROSEMOUNT 3051	
33	1SGA-PT-13B	SCR CATALYST INLET FLUE GAS PRESSURE	0-25.00 INH2O	4-20 MA DC	UNIT 1 ATS BOILER	ROSEMOUNT 3051	
34	1SGA-PT-15A	HP EVAP 2 INLET PRESSURE	0-25.00 INH2O	4-20 MA DC	UNIT 1 ATS BOILER	ROSEMOUNT 3051	
35	1SGA-PT-15B	HP EVAP 2 INLET PRESSURE	0-25.00 INH2O	4-20 MA DC	UNIT 1 ATS BOILER	ROSEMOUNT 3051	
36	1SGA-PT-18A	LP SUPERHTR INLET FLUE GAS PRESSURE	0-25.00 INH2O	4-20 MA DC	UNIT 1 ATS BOILER	ROSEMOUNT 3051	
37	1SGA-PT-18B	LP SUPERHTR INLET FLUE GAS PRESSURE	0-25.00 INH2O	4-20 MA DC	UNIT 1 ATS BOILER	ROSEMOUNT 3051	
38	1SGA-PT-21A	LP EVAP 1 FLUE GAS INLET PRESSURE	0-25.00 INH2O	4-20 MA DC	UNIT 1 ATS BOILER	ROSEMOUNT 3051	
39	1SGA-PT-21B	LP EVAP 1 FLUE GAS INLET PRESSURE	0-25.00 INH2O	4-20 MA DC	UNIT 1 ATS BOILER	ROSEMOUNT 3051	

40	1SGA-PT-25A	LP ECON FLUE GAS INLET PRESSURE	0-25.00 INH2O	4-20 MA DC	UNIT 1 ATS BOILER	ROSEMOUNT 3051	
41	1SGA-PT-25B	LP ECON FLUE GAS INLET PRESSURE	0-25.00 INH2O	4-20 MA DC	UNIT 1 ATS BOILER	ROSEMOUNT 3051	
42	1SGA-PT-2A	GAS UPPER PRESSURE	0-25.00 INH2O	4-20 MA DC	UNIT 1 ATS BOILER	ROSEMOUNT 3051	
43	1SGA-PT-2B	GAS UPPER PRESSURE	0-25.00 INH2O	4-20 MA DC	UNIT 1 ATS BOILER	ROSEMOUNT 3051	
44	1SGA-PT-5A	HP SUPERHTR 2 INLET FLUE GAS PRESSURE	0-25.00 INH2O	4-20 MA DC	UNIT 1 ATS BOILER	ROSEMOUNT 3051	
45	1SGA-PT-5B	HP SUPERHTR 2 INLET FLUE GAS PRESSURE	0-25.00 INH2O	4-20 MA DC	UNIT 1 ATS BOILER	ROSEMOUNT 3051	
46	1SGA-PT-65	HP SUPERHTR 1 OUTLET PRESSURE	0-1600.0 PSI	4-20 MA DC	UNIT 1 ATS BOILER	ROSEMOUNT 3051	
47	1SGA-PT-8A	CO CATALYST INLET FLUE GAS PRESSURE	0-25.00 INH2O	4-20 MA DC	UNIT 1 ATS BOILER	ROSEMOUNT 3051	
48	1SGA-PT-8B	CO CATALYST INLET FLUE GAS PRESSURE	0-25.00 INH2O	4-20 MA DC	UNIT 1 ATS BOILER	ROSEMOUNT 3051	
49	2SGA-FT-048	LP FW FLOW	0-100.0 INH2O	4-20 MA DC	UNIT 2 ATS BOILER	ROSEMOUNT 3051	
50	2SGA-LT-0029A	HP DRUM LEVEL	-47.5 to -1.40 inH2O	4-20 MA DC	UNIT 2 ATS BOILER	ROSEMOUNT 3051	
51	2SGA-LT-0029B	HP DRUM LEVEL	-47.5 to -1.40 inH2O	4-20 MA DC	UNIT 2 ATS BOILER	ROSEMOUNT 3051	
52	2SGA-LT-0042A	LP DRUM LEVEL	-47.5 to -1.40 inH2O	4-20 MA DC	UNIT 2 ATS BOILER	ROSEMOUNT 3051	
53	2SGA-LT-0042B	LP DRUM LEVEL	-47.5 to -1.40 inH2O	4-20 MA DC	UNIT 2 ATS BOILER	ROSEMOUNT 3051	
54	2SGA-PDT-1	FLUE GAS DP	0-18.00 INH2O	4-20 MA DC	UNIT 2 ATS BOILER	ROSEMOUNT 3051	
55	2SGA-PDT-11	HP EVAP 1 FLUE GAS DP	0-0.500 INH2O	4-20 MA DC	UNIT 2 ATS BOILER	ROSEMOUNT 3051	
56	2SGA-PDT-14	SCR CATALYST FLUE GAS DP	0-4.500 INH2O	4-20 MA DC	UNIT 2 ATS BOILER	ROSEMOUNT 3051	
57	2SGA-PDT-16	HP EVAP 2 FLUE GAS DP	0-0.700 INH2O	4-20 MA DC	UNIT 2 ATS BOILER	ROSEMOUNT 3051	
58	2SGA-PDT-17	HP EVAP 3 FLUE GAS DP	0-1.00 INH2O	4-20 MA DC	UNIT 2 ATS BOILER	ROSEMOUNT 3051	
59	2SGA-PDT-19	LP SUPERHTR FLUE GAS DP	0-0.200 INH2O	4-20 MA DC	UNIT 2 ATS BOILER	ROSEMOUNT 3051	
60	2SGA-PDT-20	HP ECON FLUE GAS DP	0-0.900 INH2O	4-20 MA DC	UNIT 2 ATS BOILER	ROSEMOUNT 3051	
61	2SGA-PDT-22	LP EVAP 1 FLUE GAS DP	0-0.600 INH2O	4-20 MA DC	UNIT 2 ATS BOILER	ROSEMOUNT 3051	
62	2SGA-PDT-23	LP EVAP 2 FLUE GAS DP	0-0.600 INH2O	4-20 MA DC	UNIT 2 ATS BOILER	ROSEMOUNT 3051	
63	2SGA-PDT-24	LP EVAP 3 FLUE GAS DP	0-1.00 INH2O	4-20 MA DC	UNIT 2 ATS BOILER	ROSEMOUNT 3051	
64	2SGA-PDT-26	LP ECON FLUE GAS DP	0-4.00 INH2O	4-20 MA DC	UNIT 2 ATS BOILER	ROSEMOUNT 3051	
65	2SGA-PDT-4	DB FLUE GAS DP	0-0.500 INH2O	4-20 MA DC	UNIT 2 ATS BOILER	ROSEMOUNT 3051	
66	2SGA-PDT-6	HP SUPERHTR 2 FLUE GAS DP	0-0.800 INH2O	4-20 MA DC	UNIT 2 ATS BOILER	ROSEMOUNT 3051	
67	2SGA-PDT-7	HP SUPERHTR 1 FLUE GAS DP	0-0.500 INH2O	4-20 MA DC	UNIT 2 ATS BOILER	ROSEMOUNT 3051	
68	2SGA-PDT-9	CO CATALYST FLUE GAS DP	0-3.00 INH2O	4-20 MA DC	UNIT 2 ATS BOILER	ROSEMOUNT 3051	
69	2SGA-PT-0030A	HP DRUM PRESSURE	0-1650 PSI	4-20 MA DC	UNIT 2 ATS BOILER	ROSEMOUNT 3051	
70	2SGA-PT-0030B	HP DRUM PRESSURE	0-1650 PSI	4-20 MA DC	UNIT 2 ATS BOILER	ROSEMOUNT 3051	
71	2SGA-PT-0038A	HP SUPERHTR 2 PRESSURE	0-1529.9 PSI	4-20 MA DC	UNIT 2 ATS BOILER	ROSEMOUNT 3051	
72	2SGA-PT-0038B	HP SUPERHTR 2 PRESSURE	0-1529.9 PSI	4-20 MA DC	UNIT 2 ATS BOILER	ROSEMOUNT 3051	
73	2SGA-PT-003A	DB INLET FLUE GAS PRESSURE	0-25.00 INH2O	4-20 MA DC	UNIT 2 ATS BOILER	ROSEMOUNT 3051	
74	2SGA-PT-003B	DB INLET FLUE GAS PRESSURE	0-25.00 INH2O	4-20 MA DC	UNIT 2 ATS BOILER	ROSEMOUNT 3051	
75	2SGA-PT-0043A	LP DRUM PRESSURE	0-220.00 PSI	4-20 MA DC	UNIT 2 ATS BOILER	ROSEMOUNT 3051	
76	2SGA-PT-0043B	LP DRUM PRESSURE	0-220.00 PSI	4-20 MA DC	UNIT 2 ATS BOILER	ROSEMOUNT 3051	
77	2SGA-PT-52	LP SUPERHTR FLUE OUTLET PRESSURE	0-175.00 PSI	4-20 MA DC	UNIT 2 ATS BOILER	ROSEMOUNT 3051	
78	2SGA-PT-10A	HP EVAP 1 INLET FLUE GAS PRESSURE	0-25.00 INH2O	4-20 MA DC	UNIT 2 ATS BOILER	ROSEMOUNT 3051	
79	2SGA-PT-10B	HP EVAP 1 INLET FLUE GAS PRESSURE	0-25.00 INH2O	4-20 MA DC	UNIT 2 ATS BOILER	ROSEMOUNT 3051	
80	2SGA-PT-13A	SCR CATALYST INLET FLUE GAS PRESSURE	0-25.00 INH2O	4-20 MA DC	UNIT 2 ATS BOILER	ROSEMOUNT 3051	
81	2SGA-PT-13B	SCR CATALYST INLET FLUE GAS PRESSURE	0-25.00 INH2O	4-20 MA DC	UNIT 2 ATS BOILER	ROSEMOUNT 3051	
82	2SGA-PT-15A	HP EVAP 2 INLET PRESSURE	0-25.00 INH2O	4-20 MA DC	UNIT 2 ATS BOILER	ROSEMOUNT 3051	

83	2SGA-PT-15B	HP EVAP 2 INLET PRESSURE	0-25.00 INH2O	4-20 MA DC	UNIT 2 ATS BOILER	ROSEMOUNT 3051	
84	2SGA-PT-18A	LP SUPERHTR INLET FLUE GAS PRESSURE	0-25.00 INH2O	4-20 MA DC	UNIT 2 ATS BOILER	ROSEMOUNT 3051	
85	2SGA-PT-18B	LP SUPERHTR INLET FLUE GAS PRESSURE	0-25.00 INH2O	4-20 MA DC	UNIT 2 ATS BOILER	ROSEMOUNT 3051	
86	2SGA-PT-21A	LP EVAP 1 FLUE GAS INLET PRESSURE	0-25.00 INH2O	4-20 MA DC	UNIT 2 ATS BOILER	ROSEMOUNT 3051	
87	2SGA-PT-21B	LP EVAP 1 FLUE GAS INLET PRESSURE	0-25.00 INH2O	4-20 MA DC	UNIT 2 ATS BOILER	ROSEMOUNT 3051	
88	2SGA-PT-25A	LP ECON FLUE GAS INLET PRESSURE	0-25.00 INH2O	4-20 MA DC	UNIT 2 ATS BOILER	ROSEMOUNT 3051	
89	2SGA-PT-25B	LP ECON FLUE GAS INLET PRESSURE	0-25.00 INH2O	4-20 MA DC	UNIT 2 ATS BOILER	ROSEMOUNT 3051	
90	2SGA-PT-2A	GAS UPPER PRESSURE	0-25.00 INH2O	4-20 MA DC	UNIT 2 ATS BOILER	ROSEMOUNT 3051	
91	2SGA-PT-2B	GAS UPPER PRESSURE	0-25.00 INH2O	4-20 MA DC	UNIT 2 ATS BOILER	ROSEMOUNT 3051	
92	2SGA-PT-5A	HP SUPERHTR 2 INLET FLUE GAS PRESSURE	0-25.00 INH2O	4-20 MA DC	UNIT 2 ATS BOILER	ROSEMOUNT 3051	
93	2SGA-PT-5B	HP SUPERHTR 2 INLET FLUE GAS PRESSURE	0-25.00 INH2O	4-20 MA DC	UNIT 2 ATS BOILER	ROSEMOUNT 3051	
94	2SGA-PT-65	HP SUPERHTR 1 OUTLET PRESSURE	0-1600.0 PSI	4-20 MA DC	UNIT 2 ATS BOILER	ROSEMOUNT 3051	
95	2SGA-PT-8A	CO CATALYST INLET FLUE GAS PRESSURE	0-25.00 INH2O	4-20 MA DC	UNIT 2 ATS BOILER	ROSEMOUNT 3051	
96	2SGA-PT-8B	CO CATALYST INLET FLUE GAS PRESSURE	0-25.00 INH2O	4-20 MA DC	UNIT 2 ATS BOILER	ROSEMOUNT 3051	
97	CECA-PT-1	AUX CW PUMP DISCH HDR XMTR	0-100 PSI	4-20 MA DC	AUX COOLING WATER	ROSEMOUNT 3051	
98	CECA-FT-15	CW BLWDN TO CITY FLOW XMTR	0-100 IN WC	4-20 MA DC	AUX COOLING WATER	ROSEMOUNT 3051	
99	CECB-PT-3	CCCW PMP DISCH HDR PRESS XMTR		4-20 MA DC	CCCW	ROSEMOUNT 3051	
100	1FWA-FT-2	U1 HP ECON FW SPLY FLOW XMTR	0-250 IN WC	4-20 MA DC	UNIT 1 BOILER FEED	ROSEMOUNT 3051	
101	1FWA-FT-5	HP SUPHTR 2 FW SUPPLY FLOW XMTR	0-100 IN WC	4-20 MA DC	UNIT 1 BOILER FEED	ROSEMOUNT 3051	
102	1FWA-FT-16	BFW PMP 1A DISCH FLOW XMTR	0-100 IN WC	4-20 MA DC	UNIT 1 BOILER FEED	ROSEMOUNT 3051	
103	1FWA-FT-17	BFW PMP 1B DISCH FLOW XMTR	0-100 IN WC	4-20 MA DC	UNIT 1 BOILER FEED	ROSEMOUNT 3051	
104	1FWA-FT-20	HP STM BYPASS DESUP SPRAY FLOW XMTR	0-50.0 IN WC	4-20 MA DC	UNIT 1 BOILER FEED	ROSEMOUNT 3051	
105	1FWA-FT-21	BFW PMP 1A RECIRC TO COND FLOW XMTR	0-200 IN WC	4-20 MA DC	UNIT 1 BOILER FEED	ROSEMOUNT 3051	
106	1FWA-FT-22	BFW PMP 1B RECIRC TO COND FLOW XMTR	0-200 IN WC	4-20 MA DC	UNIT 1 BOILER FEED	ROSEMOUNT 3051	
107	1FWA-PDT-18	UNIT 1 RECIRC TO COND STR 3 D/P XMTR	10 PSID	4-20 MA DC	UNIT 1 BOILER FEED	ROSEMOUNT 3051	
108	1FWA-PDT-19	UNIT 1 RECIRC TO COND STR 4 D/P XMTR	10 PSID	4-20 MA DC	UNIT 1 BOILER FEED	ROSEMOUNT 3051	
109	1FWA-PT-14	UNIT 1 BFW PMP 1A DISCH PRESS XMTR	0-2000 PSI	4-20 MA DC	UNIT 1 BOILER FEED	ROSEMOUNT 3051	
110	1FWA-PT-15	UNIT 1 BFW PMP 1B DISCH PRESS XMTR	0-2000 PSI	4-20 MA DC	UNIT 1 BOILER FEED	ROSEMOUNT 3051	
111	2FWA-FT-2	U2 HP ECON FW SPLY FLOW XMTR	0-250 IN WC	4-20 MA DC	UNIT 2 BOILER FEED	ROSEMOUNT 3051	
112	2FWA-FT-5	HP SUPHTR 2 FW SUPPLY FLOW XMTR	0-100 IN WC	4-20 MA DC	UNIT 2 BOILER FEED	ROSEMOUNT 3051	
113	2FWA-FT-16	BFW PMP 2A DISCH FLOW XMTR	0-100 IN WC	4-20 MA DC	UNIT 2 BOILER FEED	ROSEMOUNT 3051	
114	2FWA-FT-17	BFW PMP 2B DISCH FLOW XMTR	0-100 IN WC	4-20 MA DC	UNIT 2 BOILER FEED	ROSEMOUNT 3051	
115	2FWA-FT-20	HP STM BYPASS DESUP SPRAY FLOW XMTR	0-50.0 IN WC	4-20 MA DC	UNIT 2 BOILER FEED	ROSEMOUNT 3051	
116	2FWA-FT-21	BFW PMP 2A RECIRC TO COND FLOW XMTR	0-200 IN WC	4-20 MA DC	UNIT 2 BOILER FEED	ROSEMOUNT 3051	
117	2FWA-FT-22	BFW PMP 2B RECIRC TO COND FLOW XMTR	0-200 IN WC	4-20 MA DC	UNIT 2 BOILER FEED	ROSEMOUNT 3051	
118	2FWA-PDT-18	UNIT 2 RECIRC TO COND STR 3 D/P XMTR	10 PSID	4-20 MA DC	UNIT 2 BOILER FEED	ROSEMOUNT 3051	
119	2FWA-PDT-19	UNIT 2 RECIRC TO COND STR 4 D/P XMTR	10 PSID	4-20 MA DC	UNIT 2 BOILER FEED	ROSEMOUNT 3051	
120	2FWA-PT-14	UNIT 2 BFW PMP 2A DISCH PRESS XMTR	0-2000 PSI	4-20 MA DC	UNIT 2 BOILER FEED	ROSEMOUNT 3051	
121	2FWA-PT-15	UNIT 2 BFW PMP 2B DISCH PRESS XMTR	0-2000 PSI	4-20 MA DC	UNIT 2 BOILER FEED	ROSEMOUNT 3051	
122	CFWC-PT-10	CONDS PMP DISCH HDR PRESS XMTR	0-800 PSI	4-20 MA DC	CONDENSATE	ROSEMOUNT 3051	
123	1FGAP320	U1 DB GAS PRESSURE	0-50.00 PSI	4-20 MA DC	UNIT 1 FUEL GAS SUPPLY	ROSEMOUNT 3051	
124	2FGAP320	U1 DB GAS PRESSURE	0-50.00 PSI	4-20 MA DC	UNIT 2 FUEL GAS SUPPLY	ROSEMOUNT 3051	
125	CSGG-PT-15	HP STEAM SUPPLY PRESS TO GLAND SEAL	0-160 PSI	4-20 MA DC	HP STEAM COMMON	ROSEMOUNT 3051	

126	CSGG-PT-7A	MAIN STEAM PRESS XMTR A	0-1600 PSI	4-20 MA DC	HP STEAM COMMON	ROSEMOUNT 3051	
127	CSGG-PT-7B	MAIN STEAM PRESS XMTR B	0-1600 PSI	4-20 MA DC	HP STEAM COMMON	ROSEMOUNT 3051	
128	CSGG-PT-902	STG HP STEAM SUPPLY PRESS	0-1500 PSI	4-20 MA DC	HP STEAM COMMON	ROSEMOUNT 3051	
129	1SGG-FT-1	UNIT 1 HP STEAM FLOW XMTR	0-250 NH2O	4-20 MA DC	HP STEAM UNIT 1	ROSEMOUNT 3051	
130	2SGG-FT-1	UNIT 2 HP STEAM FLOW XMTR	0-250 NH2O	4-20 MA DC	HP STEAM UNIT 2	ROSEMOUNT 3051	
131	CSGH-PT-4A	LP STEAM PRESS XMTR A	0-150 PSI	4-20 MA DC	LP STEAM COMMON	ROSEMOUNT 3051	
132	CSGH-PT-4B	LP STEAM PRESS XMTR B	0-150 PSI	4-20 MA DC	LP STEAM COMMON	ROSEMOUNT 3051	
133	CSGH-PT-822	INDUCTION STEAM SUPPLY PRESS	0-150 PSI	4-20 MA DC	LP STEAM COMMON	ROSEMOUNT 3051	
134	1SGH-FT-1	UNIT 1 LP STEAM FLOW XMTR	0-100 INH2O	4-20 MA DC	LP STEAM UNIT 1	ROSEMOUNT 3051	
135	2SGH-FT-1	UNIT 2 LP STEAM FLOW XMTR	0-100 INH2O	4-20 MA DC	LP STEAM UNIT 2	ROSEMOUNT 3051	
136	CTGD-PDT-234	LUBE OIL STRAINER DP	0-50.0 PSI	4-20 MA DC	STG LUBE OIL	ROSEMOUNT 3051	
137	CTGD-PDT-264	CONTROL OIL STRAINER DP	0-50.0 PSI	4-20 MA DC	STG LUBE OIL	ROSEMOUNT 3051	
138	CTGD-PT-241	LUBE OIL PRESSURE	7.5-57.5 PSI	4-20 MA DC	STG LUBE OIL	ROSEMOUNT 3051	
139	CTGD-PT-262	CONTROL OIL PRESSURE	0-300.0 PSI	4-20 MA DC	STG LUBE OIL	ROSEMOUNT 3051	
140	CTGD-PS-235	Lube Oil Press. L (MOP Auto Start)	26 PSIG DECREASING	SWITCH ACTION	STG LUBE OIL	ASHCROFT B461V	
141	CTGD-PS-236	Lube Oil Press. L (EOP Auto Start)	17.5 PSIG DECREASING	SWITCH ACTION	STG LUBE OIL	ASHCROFT B461V	
142	CTGD-PS-242	Turbine Lube Oil Press. (Turbine Trip)	17.5 PSIG DECREASING	SWITCH ACTION	STG LUBE OIL	ASHCROFT B461V	
143	CTGD-PS-247	Turning Lube Oil Press. L	4 PSIG DECREASING	SWITCH ACTION	STG LUBE OIL	ASHCROFT B461V	
144	CTGD-PS-265	Control Oil Press. L (COP Auto Start)	178.5 PSIG DECREASING	SWITCH ACTION	STG LUBE OIL	ASHCROFT B461V	
145	CFWC-PT-2A	Condenser Hotwell Pres. Xmtr 'A'	-30 to 30 INHG	4-20 MA DC	Condenser	ROSEMOUNT 3051	25' Capillary
146	CFWC-PT-2B	Condenser Hotwell Pres. Xmtr 'B'	-30 to 30 INHG	4-20 MA DC	Condenser	ROSEMOUNT 3052	25' Capillary
147	CFWC-PT-2C	Condenser Hotwell Pres. Xmtr 'C'	-30 to 30 INHG	4-20 MA DC	Condenser	ROSEMOUNT 3053	25' Capillary

APPENDIX A4 - GIANERA CALIBRATION SHEETS FOR TWO COMBUSTION TURBINES

GIANERA GT-1 SWITCH CALIBRATION LIST

Pressure Switches

	TAG:	#	DESCRIPTION:	LOCATION:	DESIGN OPEN:	DESIGN CLOSED:
1	63QL-1	1	Lube Oil Pressure Switch	Turbine Gauge Panel	Increasing @ 20 PSI +/-2	Decreasing @ 6 PSI +/- 1
2	63QT-2A	2	Lube Oil Pressure Switch	Turbine Gauge Panel	Decreasing @ 8 PSI +/- .3	Increasing @20 PSI +/-3
3	63WN-1	3	Water Inj. Pump Suction Pressure	Water Injection Skid	Increasing @ 8.0 INHG +/-5	Decreasing @ 5.5 INHG +/-1.5
4	63WN-2	4	Water Inj. Pump Discharge Pressure	Water Injection Skid	Decreasing @ 500 PSI +/- 10	Increasing @ 555 PSI +/- 20
5	63QA-2	5	Lube Oil Pressure alarm	Turbine Gauge Panel	Decreasing @ 12 PSI +/- 1	Increasing @ 16 PSI +/- 2
6	63AD-1	6	Atomizing Air DP alarm	Turbine Gauge Panel	Decreasing @ 6 PSI +/- 2	Increasing @ 11 PSI +/- 3
7	63QQ-3	7	Lube oil filter DP	Turbine Gauge Panel	Increasing @ 15 PSI +/- .5	Decreasing @ 11 PSI +/-3
8	63HQ-1	8	Hydraulic Oil Supply Pressure	Turbine Gauge Panel	Decreasing @ 1050 PSI +/- 30	Increasing @ 1150 PSI +/- 40
9	63HL-1	9	Trip Oil Pressure - Liquid Fuel System	Turbine Gauge Panel	Decreasing @ 20 PSI +/- 1	Increasing @ 24 +/- 2
10	63HG-1	10	Trip Oil Pressure - Nat. Gas System	Turbine Gauge Panel	Decreasing @ 20 PSI +/- 1	Increasing @ 24 +/- 2

Temperature Switches

	TAG:	#	DESCRIPTION:	LOCATION:	DESIGN OPEN:	DESIGN CLOSED:
11	26QA-1	1	Lube Oil High Temperature alarm	West Side of unit under grating	Increasing 165 DEGF +/- 3	-----
12	26QT-1A	2	Lube Oil High Temperature trip	West Side of unit under grating	Increasing 175 DEGF +/- 3	-----
13	26QN-1	3	Lube oil tank Temperature	West Side of unit under grating	-----	Increasing 50 DEGF +/-5
14	26BT-1	4	Turb Compartment Temperature	East Side of unit under grating	Increasing 300 DEGF +/-5	-----
15	26BT-2	5	Turb Compartment Temperature	East Side of unit under grating	Decreasing 95 DEGF +/-5	-----

GIANERA GT-2 SWITCH CALIBRATION LIST

Pressure Switches

	TAG:	#	DESCRIPTION:	LOCATION:	DESIGN OPEN:	DESIGN CLOSED:
1	63QL-1	1	Lube Oil Pressure Switch	Turbine Gauge Panel	Increasing @ 20 PSI +/-2	Decreasing @ 6 PSI +/- 1
2	63QT-2A	2	Lube Oil Pressure Switch	Turbine Gauge Panel	Decreasing @ 8 PSI +/- .3	Increasing @20 PSI +/-3
3	63WN-1	3	Water Inj. Pump Suction Pressure	Water Injection Skid	Increasing @ 8.0 INHG +/-5	Decreasing @ 5.5 INHG +/-1.5
4	63WN-2	4	Water Inj. Pump Discharge Pressure	Water Injection Skid	Decreasing @ 500 PSI +/- 10	Increasing @ 555 PSI +/- 20
5	63QA-2	5	Lube Oil Pressure alarm	Turbine Gauge Panel	Decreasing @ 12 PSI +/- 1	Increasing @ 16 PSI +/- 2
6	63AD-1	6	Atomizing Air DP alarm	Turbine Gauge Panel	Decreasing @ 6 PSI +/- 2	Increasing @ 11 PSI +/- 3
7	63QQ-3	7	Lube oil filter DP	Turbine Gauge Panel	Increasing @ 15 PSI +/- .5	Decreasing @ 11 PSI +/-3
8	63HQ-1	8	Hydraulic Oil Supply Pressure	Turbine Gauge Panel	Decreasing @ 1050 PSI +/- 30	Increasing @ 1150 PSI +/- 40
9	63HL-1	9	Trip Oil Pressure - Liquid Fuel System	Turbine Gauge Panel	Decreasing @ 20 PSI +/- 1	Increasing @ 24 +/- 2
10	63HG-1	10	Trip Oil Pressure - Nat. Gas System	Turbine Gauge Panel	Decreasing @ 20 PSI +/- 1	Increasing @ 24 +/- 2

Temperature Switches

	TAG:	#	DESCRIPTION:	LOCATION:	DESIGN OPEN:	DESIGN CLOSED:
11	26QA-1	1	Lube Oil High Temperature alarm	West Side of unit under grating	Increasing 165 DEGF +/- 3	-----
12	26QT-1A	2	Lube Oil High Temperature trip	West Side of unit under grating	Increasing 175 DEGF +/- 3	-----
13	26QN-1	3	Lube oil tank Temperature	West Side of unit under grating	-----	Increasing 50 DEGF +/-5
14	26BT-1	4	Turb Compartment Temperature	East Side of unit under grating	Increasing 300 DEGF +/-5	-----
15	26BT-2	5	Turb Compartment Temperature	East Side of unit under grating	Decreasing 95 DEGF +/-5	-----

APPENDIX A5 - DVR WATER TRETMENT ANALYZER LIST

DVR Water Treatment Instruments				
#	Manufacturer	Model	Service	Qty
1	Hach	DR 2800	Spectrometer	2
2	Hach	Orbisphere 410	Dissolved Oxygen	1
3	Hach	5500sc	Silica	2
4	Hach	8362sc	High Purity pH	1
5	Hach	CL17	Chlorine	1
6	Hach	1720E	Turbidity, Low Range	1
7	Hach	sc200	Turbidity	1
8	Hach	Polymetron 9240	Sodium	1
9	Rosemont	1055	DUAL pH	3
10	Rosemont	1055	DUAL CONTACTING CONDUCTIVITY	10
11	Rosemont	1055	pH	1
12	Rosemont	1055	pH / CONTACTING CONDUCTIVITY	6
13	Rosemont	1055	CONTACTING CONDUCTIVITY	1
14	Univision	Vision 230	Dissolved Oxygen	1
15	Univision	Vision 230	Sodium	2

EXHIBIT B
SCHEDULE OF FEES AND PAYMENT PROVISIONS

SECTION 1. MAXIMUM COMPENSATION

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

SECTION 2. RATES

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

- 2.1 Rates.** Contractor shall submit Proposals and invoice all Services at the rates listed in Appendix B1 attached and incorporated by reference.
- 2.2** Rates listed in Appendix B1 (Rate Schedule) 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 by executing an amendment to this Agreement. References to alternate rates in quotes that have not been separately authorized pursuant to this section are not approved.
- 2.4 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 10 of Exhibit A and accounted for in the total cost for each Proposal, Work Authorization, and Purchase Order, as applicable. 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 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 10 of Exhibit A, (4) Contractor submits receipts, invoices, or other supporting documentation demonstrating that such reimbursable costs were incurred.

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

Reimbursable Expense Schedule		Mark Up
3.	Charges for outside services and materials (including subcontractor fees, specialized equipment, and facilities not furnished directly by Contractor).	Not to exceed 15%
4.	Other reimbursable expenses with prior written approval from the City	No Markup
5.	Allowable mileage will be charged at the prevailing IRS rate per mile.	No Markup
6.	Unless approved in writing (e-mail acceptable) in advance, meals, lodging, and related per diem shall not exceed the rates outlined by United States General Services Administration (GSA) https://www.gsa.gov/travel-resources . Airfare or rental car, where applicable shall be at economy rates.	No Markup

SECTION 3. PAYMENT PROVISIONS

3.1 Time and Material. For As-Needed 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. 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 are charged. Additionally, invoices shall include sufficient detail to allow for accurate comparison with certified payroll submittals.

3.2 Fixed Price. For As-Needed Services authorized to be paid on a fixed price basis, Contractor shall provide an invoice to the City 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 work 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 split 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 work.
- 3.4 Payment Limited to Satisfactory Completion of the Services.** Contractor is not entitled to any payments until the City concludes that the Services and/or furnished deliverable(s) 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.

APPENDIX B1 RATE SCHEDULE

SECTION 1. RATES

Contractor shall charge and the City shall pay for actual services rendered and authorized according to the process outlined in Section 10 of Exhibit A. The rates applicable for the Services are listed below in Table B1.

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

Table B1: Rates

Labor Classification	Rate	Overtime Hourly Rate	Double Time Hourly Rate
Instrumentation Services during Shutdowns, Turnarounds, or Outages (STO)			
STO Instrumentation and Electrical (I&E) Technician (Minimum of four (4) hours per person from the time of arrival at the job site for onsite services)	\$156.00 straight time (ST) hourly rate	\$234.00	\$312.00
STO Lead I&E Technician (Minimum of four (4) hours per person from the time of arrival at the job site for onsite services)	\$193.00 ST hourly rate	\$290.00	\$387.00
Instrumentation Services			
I&E Technician (Minimum of four (4) hours per person from the time of arrival at the job site for onsite services)	\$241.00 ST hourly rate	\$362.00	\$482.00
I&E Technician Daily Rate (Up to 10 hours per day from the time of arrival at the job site for onsite services)	\$2,410.00 daily rate/per person	\$362.00	\$482.00
Specialized Instrumentation or Wireless Services			
Specialty Technician (Up to 10 hours per day from the time of arrival at the job site for onsite services)	\$3,050.00 daily rate/per person	\$458.00	\$610.00
Wireless Specialist	\$3,170.00	\$476.00	\$634.00

(Up to 10 hours per day from the time of arrival at the job site for onsite services)	daily rate/per person		
Wireless Engineer (Up to 8 hours per day from the time of arrival at the job site for onsite services)	\$2,730.00 daily rate/per person	\$512.00	\$683.00
Project Manager (Up to 8 hours per day from the time of arrival at the job site for onsite services)	\$2,840.00 daily rate/per person	\$426.00	\$586.00
Mobilization Fee			
(1) For onsite services within a 150-mile radius of Santa Clara City Hall ("City Hall"), if a local technician located within the Bay Area is available or travel time is less than 1 hour from the technician's location, there is no mobilization fee. (2) For onsite services within the 150-mile and 300-mile radius of City Hall or between 1- 4 hours of travel time from the technician's location, whichever is less, there will be a one-time mobilization fee of \$2,112 round trip per person per service call. (3) For onsite services outside a 300-mile radius of City Hall or more than 4 hours of travel time from the technician's location, whichever is less, there will be a one-time mobilization fee of \$3,590 round trip per person per service call. (4) The mobilization fee is in addition to the labor rates listed above, and it covers standard equipment, tools, travel time, and mileage. Example 1: To calculate the eight-hour daily charge for onsite services for a STO Lead I&E Technician within a 150-mile radius of City Hall, multiply the ST hourly rate of \$193 by 8 hours, resulting in a total charge of \$1,544 with no mobilization fee. Example 2: To calculate the total cost of a single service call lasting three consecutive days at 10 hours per day for onsite services between the 150-mile and 300-mile radius of City Hall for one I&E Technician, add the daily rate of \$2,410 and the mobilization fee of \$2,112 round trip, totaling a first travel daily rate of \$4,522; multiply the daily rate of \$2,410 by two days (2nd and 3rd day) resulting a fee of \$4,820, and add the first travel daily rate of \$4,522, resulting a total charge of (\$4,820+\$4,522) \$9,342.			
Parts			
Parts manufactured by the Contractor shall be at the agreed-upon price. Parts from the original equipment manufacturer shall be at the Contractor's actual cost plus a 15% markup.			

SECTION 2. DEFINITIONS

The following definitions apply to Table B1:

- 2.1 "Daily Rate"** means the first ten (10) hours worked between Monday through Friday. Hours worked in excess of ten (10) hours from Monday through Friday will be billed at the overtime or double time rates.

2.2 “Straight Time” means the first eight (8) hours or ten (10) hours for daily rate as applicable based on labor classification between Monday through Friday, excluding U.S. Federal Holidays.

2.3 “Overtime” means the:

2.3.1 hours worked in excess of eight (8) hours or ten (10) hours for daily rate Monday through Friday; or

2.3.2 first eight (8) hours worked on Saturdays.

2.4 “Double Time” means the:

2.4.1 hours worked in excess of twelve (12) hours from Monday through Friday;
or

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

2.4.3 hours worked on Sundays; or

2.4.4 hours worked during U.S. Federal Holidays.

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 during the period of performance of the Agreement and for twenty-four (24) months following acceptance by the City, at its sole cost and expense, the following insurance policies from insurance companies authorized to do business in the State of California. These policies shall be primary insurance, to the extent of Contractor's negligence, as to the City of Santa Clara so that any other coverage held by the City shall not contribute to any loss under Contractor's insurance. The coverages, provisions and blanket endorsements are as follows:

1. COMMERCIAL GENERAL LIABILITY INSURANCE

- 1.1.** Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01 as follows:

\$1,000,000 Each Occurrence
\$2,000,000 General Aggregate
\$1,000,000 Personal Injury

Note: Contractor is self-insured for Products & Completed Operations coverage, as administered by its parent, Emerson Electric Co., St. Louis, Missouri.

- 1.2.** 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.
- 1.3.** The following provisions shall apply to the Commercial General Liability policy maintained by the Contractor to comply with the insurance requirements of this Agreement:
- 1.3.1.** To the extent of the liabilities assumed by Contractor, there shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
- 1.3.2.** 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.

2. 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 of one million dollars (\$1,000,000) combined single limit, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned (if any), non-owned and hired autos.

3. WORKERS' COMPENSATION

- 3.1.** Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of 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.
- 3.2.** 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).
- 3.3.** To the extent of Contractor's liabilities assumed herein, 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.

4. Not Used

5. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or blanket endorsements, or similar provisions, must be part of each commercial general liability policy.

- 5.1.** Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby included as additional insureds, via blanket endorsement, in respect to liability arising out of Contractor's work for City, subject to (a) the limitations and exclusions set out in Section 15, LIMITATION OF REMEDY AND LIABILITY, of the Agreement, (b) such inclusion as additional insured only applying to the materials and/or Services which are performed pursuant to, or in furtherance of, this Agreement, and (c) such inclusion as additional insured only applying to the extent of Contractor's negligence.
- 5.2.** Primary and non-contributing. To the extent of Contractor's liabilities assumed herein, each required insurance policy, via blanket endorsement 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.
- 5.3.** Cancellation.
 - 5.3.1.** Contractor shall provide notice to City at least ten (10) days prior to the effective date of such material modification or cancellation of the required policies. In the event of non-renewal, Contractor shall

provide written notice at least ten (10) days prior to the effective date of non-renewal.

6. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

- 6.1.** 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 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, certificates of insurance evidencing insurance requirements will be submitted to City for review.
- 6.2.** 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.
- 6.3.** 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.

7. 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 insurance coverage with the blanket endorsements and deductibles indicated in this Agreement. Contractor shall file with the City all certificates and required additional insured blanket endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

8. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of the blanket additional insured endorsement form 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, before execution of this Agreement. 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 e-mailed to:

EBIX Inc.

City of Santa Clara, Silicon Valley Water
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

9. QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor shall have an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability

EXHIBIT D LABOR COMPLIANCE

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

A. Prevailing Wage Requirements

1. Contractor shall be obligated to pay not less than the General Prevailing Wage Rate, which can be found at www.dir.ca.gov 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 Contractor ("Agreement"). This Work Authorization is governed by the provisions of the Agreement and is hereby incorporated into the Agreement by reference. All Services are subject to 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
Contract No.		☐ First Revised
Contractor Name/Address:		☐ Second Revised
Expiration Date of Agreement:		☐ Other _____
Contractor's Project Manager:	Name:	Email:
City's Project Manager	Name:	Email:
Period of Performance for this Work Order:	Start Date:	Expected Completion Date:
Maximum Compensation of Agreement:		
Previously Committed Funds:		
Available Funds		
Maximum Compensation for this Work Authorization		
Remaining Available Funds		
Sufficient funds are available in Fund #: (to be completed by City)		
Contractor Representative Name (Print)		
Contractor Representative Signature		
Contractor Representative Signature Date		
City Project Manager Name (Print)		
Authorized City Representative (Print)		
City Representative Signature		
City Representative Signature Date		
* 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 work below or attach as a separate file.) Scope of Services and cost proposal shall meet all of the provisions of Section 10 of Exhibit A.

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 Work
- 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 work scope, 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.