



City of Santa Clara

1500 Warburton Avenue
Santa Clara, CA 95050
santaclaraca.gov
@SantaClaraCity

Agenda Report

20-854

Agenda Date: 10/13/2020

REPORT TO COUNCIL

SUBJECT

Action on Master Agreements for Silicon Valley Power on System Capacity Expansion Planning including Delegation of Authority for Capital Project Implementation and General Engineering Support [Council Pillar: Deliver and Enhance High Quality Efficient Services and Infrastructure]

BACKGROUND

As discussed as part of Silicon Valley Power's (SVP) quarterly Council update, electrical demand in the City is expected to increase over the next decade. To meet the electrical demand from future growth requires additional support from consultants for a variety of services including:

- Creating a detailed System Expansion Plan
- Design of Transmission line and Substation installations and upgrades
- Implementation management for Capital Improvement Projects
- General engineering support for maintenance of existing assets

DISCUSSION

SVP is looking for engineering support in three (3) areas: System Expansion Planning, General Consulting, and Plan Implementation.

System Expansion Plan

SVP's electric load has increased by more than 20% over the last decade and based on executed agreements and upcoming development, SVP's current system will need major upgrades to accommodate the increase of demand over the five to ten years.

A System Expansion Plan will consist of a short term and long-term capital improvement plan to accommodate the additional electric load growth due to new development in Santa Clara (Data Centers and Residential Projects). The consultant will also review and provide the basis for updating the Load Development Fee to ensure the recovery of costs incurred by the City in modifying its electrical infrastructure to support load growth due to the new development.

General Consulting Services

Based on newly executed agreements and current developer negotiations, SVP could add seven new substations over the next five years to its electrical system. Utilities the size of SVP do not have sufficient internal staff for such a large engineering project and requires the aid of consultants to engineer plans to meet the projected electric load growth. In addition to the existing projects, the consulting services will be utilized to create detailed engineering design plans based on the System Expansion Plan's guidance.

Plan Implementation Services

With the increase in capital projects comes the need for additional implementation services workforce which will support the design, plan implementation and project management of the Transmission and Substation construction.

On December 5, 2019, staff requested Statement of Qualification (SOQ) to solicit proposals from qualified firms for consulting services associated with SVP System Expansion Plan. The SOQ was published on BidSync, the City's e-procurement system. Eleven proposals were received from the following firms:

- 1898 & Co. (Kansas City, MO)
- Advisian Worley Group (Folsom, CA)
- AECOM (Oakland, CA)
- Electrical Consultants, Inc. (Billings, MT)
- EN Engineering LLC (Warrenville, IL)
- Flynn Resource Consultants Inc. (Discovery Bay, CA)
- Leidos Engineering, LLC (Hendersonville, TN)
- Power Engineers (Anaheim, CA)
- Stantec Consulting Services Inc. (Walnut Creek, CA)
- TRC Solutions, Inc. (Mountain View, CA)
- ZGlobal, Inc. (Folsom, CA)

Evaluation Process: Proposals were evaluated and scored independently by a five-member evaluation team against the criteria and weights published in the SOQ. Follow-up oral interviews were conducted with the companies submitting the highest scoring proposals for each of the three areas.

Award Recommendation: Staff recommends award of the System Expansion Plan contract to Electrical Consultants, Inc. (ECI) as the most qualified firm per the evaluation criteria set forth in the SOQ.

Staff recommends award of General Consulting Services contracts to Advisian Worley Group, TRC Solutions, Inc., Leidos Engineering, LLC, Flynn Resource Consultants, Inc. and EN Engineering LLC.

Staff recommends award of Plan Implementation Services contracts to 1898 & Co., TRC Solutions, Inc., Electrical Consultants, Inc., AECOM Technical Services, Inc., and Stantec Consulting Services Inc.

Notice of Intended Award: Notice of Intended Award (NOIA) announcing the City's recommended vendors for each service area were issued on August 28, 2020 and August 31, 2020.

Term of Agreements: The term of the proposed System Expansion Plan Agreement will be fourteen (14) months to deliver the System Expansion Plan. The term of the General Consulting Services and Plan Implementation Services Master Agreements will be five (5) years each.

Cost Summary: Staff is requesting that the Council 1) authorize the City Manager or their designee to execute the Agreement with ECI for a total amount not to exceed \$850,000 which will allow for the development of a System Expansion Plan, 2) delegate authority to the City Manager or their

designee to negotiate and execute Master Service Agreements with Advisian Worley Group, TRC Solutions, Inc., Leidos Engineering, LLC, Flynn Resource Consultants, Inc. and EN Engineering LLC for General Consulting Services in an amount not to exceed \$2,000,000 per agreement and 3) delegate authority to the City Manager or their designee to negotiate and execute Master Service Agreements with 1898 & Co., TRC Solutions, Inc., Electrical Consultants, Inc., AECOM Technical Services, Inc., and Stantec Consulting Services Inc. for Plan Implementation Services in an amount not to exceed \$3,000,000 per agreement.

ENVIRONMENTAL REVIEW

The actions being considered do not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378 (b)(4) in that it is a fiscal activity that does not involve commitment to a specific project which may result in potential significant impact on the environment.

FISCAL IMPACT

The total cost of the proposed agreement with Electrical Consultants, Inc. (ECI) to perform work on the System Expansion Plan shall not exceed \$850,000. Funding for this agreement was included as part of the Adopted Biennial FY 2020/21 and 2021/22 Capital Improvement Program Budget in the New Business Estimate Work CIP project.

For general consulting services, compensation for the five Master Agreements shall not exceed \$2,000,000 per agreement over the period of five years. Funding for years one and two of the agreements is available in the Adopted Biennial FY 2020/21 and 2021/22 Capital Improvement Program Budget in various Electric Utility Capital Improvement Projects:

- System Capacity Expansion
- New Business Estimate Work
- Operations and Planning Technology
- Clean Energy and Carbon Reduction
- Renewable Energy Microgrid

For plan implementation services, compensation for the five Master Agreements shall not exceed \$3,000,000 per agreement over the period of five years. Funding for years one and two of the agreements is available in the Adopted Biennial FY 2020/21 and 2021/22 Capital Improvement Program Budget in various Electric Utility Capital Improvement Projects:

- Esperanca Substation
- Homestead Substation Rebuild
- Oaks Junction
- San Tomas Junction
- Laurelwood Substation
- System Capacity Expansion
- NRS Breaker 382 Addition

Funds required for these agreements in future years are subject to budget appropriations and will be incorporated into the budget development process for those years.

COORDINATION

This report has been coordinated with the Finance Department and City Attorney's Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <<mailto:clerk@santaclaraca.gov>>.

RECOMMENDATION

1. Authorize the City Manager to execute the System Expansion Plan Agreement with Electrical Consultants, Inc. in an amount not to exceed \$850,000;
2. Delegate Authority to the City Manager to negotiate and execute Master Service Agreements with Advisian Worley Group, TRC Solutions, Inc., Leidos Engineering, LLC, Flynn Resource Consultants, Inc. and EN Engineering LLC for General Consulting Services in an amount not to exceed \$2,000,000 per agreement over the five year terms of the agreements, subject to the appropriations of funds;
3. Delegate Authority to the City Manager to negotiate and execute Master Service Agreements with 1898 & Co., TRC Solutions, Inc., Electrical Consultants, Inc., AECOM Technical Services, Inc., and Stantec Consulting Services Inc. for Plan Implementation Services in an amount not to exceed \$3,000,000 per agreement over the five-year terms of the agreements, subject to the appropriation of funds; and
4. Authorize the City Manager or their designee, to add or delete services consistent with the scope of the agreements, and allow future rate adjustments subject to request and justification by contractor, approval by the City, and the appropriation of funds.

Reviewed by: Manuel Pineda, Chief Electric Utility Officer

Approved by: Deanna J. Santana, City Manager

ATTACHMENT

1. Agreement for Design Professional Services

**AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
ELECTRICAL CONSULTANTS, INC.**

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Electrical Consultants, Inc., a Montana corporation, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. City desires to secure the design professional services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services";
- B. "Design professional" includes licensed architects, licensed landscape architects, registered professional engineers and licensed professional land surveyors;
- C. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- D. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

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

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

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 to this Agreement, the term of this Agreement shall begin on October 1, 2020 and terminate on December 30, 2021.

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.

- A. All reports, costs estimates, plans and other documentation which may be submitted or furnished by Contractor shall be approved and signed by an appropriate qualified licensed professional in the State of California.
- B. The title sheet for specifications and reports, and each sheet of plans, shall bear the professional seal, certificate number, registration classification, expiration date of certificate and signature of the design professional responsible for their preparation.

4. WARRANTY

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

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 for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is eight hundred and fifty thousand dollars (\$850,000), 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. All work 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, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Contractor.
- C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Contractor will deliver to City all City information or material that Contractor has in its possession.

8. ASSIGNMENT AND SUBCONTRACTING

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it.

9. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

10. INDEPENDENT CONTRACTOR

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights to manage its employees in their performance of Services under this Agreement.

11. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

12. OWNERSHIP OF MATERIAL

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

13. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Contractor shall bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees

to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

14. HOLD HARMLESS/INDEMNIFICATION

To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, to the extent arising out of, pertaining to, or related to the negligence, recklessness, or willful misconduct of the Contractor, its employees, subcontractors, or agents in the performance, or non-performance, of Services under this Agreement.

15. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

16. WAIVER

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

17. NOTICES

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

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

And to Contractor addressed as follows:

Electrical Consultants, Inc.
3521 Gabel Road
Billings, MT 59102

and by e-mail at Robert.hurtig@eciusa.com

With copy to:

Electrical Consultants, Inc.
3521 Gabel Road
Billings, MT 59102
Attn: General Counsel

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

18. COMPLIANCE WITH LAWS

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

19. CONFLICTS OF INTEREST

Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

20. FAIR EMPLOYMENT

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

21. NO USE OF CITY NAME OR EMBLEM

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

22. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

23. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

24. AMENDMENTS

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

25. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

CONTINUED ON PAGE 8

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

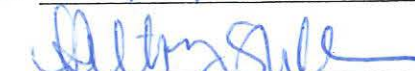
Approved as to Form:



BRIAN DOYLE
City Attorney

Dated:

10/21/2020

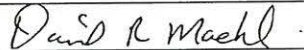


DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

ELECTRICAL CONSULTANTS, INC.
a Montana corporation

Dated: 10/15/2020

By (Signature): 

Name: David R. Maehl

Title: Vice President-Power Supply

Principal Place of

Business Address: 3521 Gabel Road, Billings, MT 59102

Email Address: Dave.maehl@eciusa.com

Telephone: (406) 259-9933

Fax: (406) 259-1164

"CONTRACTOR"

EXHIBIT A

SCOPE OF SERVICES

The Services to be performed for the City by the Contractor under this Agreement are set forth below.

Contractor Scope

The Contractor shall perform all the review, inspection, and analysis necessary to prepare a System Expansion Plan for Silicon Valley Power's (SVP) electric system. The plan shall provide an assessment of the current electric system and a complete plan for its future development.

The System Expansion Plan shall include a minimum of the following items:

- A. Provide a detailed 3-year development plan of SVP's electric system expansion to meet the significant new load being connected to its system. The focus will be on building multiple capital improvement projects in parallel to meet the 3-year short term capacity need while maintaining electric system reliability. Prioritize the projects and provide a strategy, schedule, and estimated cost for their completion. All projects in the detailed 3-year plan are to include preliminary engineering (30% plans – constructability reviewed and sequencing with remaining projects) and specify any permitting requirements, land requirements and construction scope. Provide guidance on establishing proper maintenance of proposed new assets and technology.
- B. The Constructor shall provide the basis for updating the Load Development Fee per the final System Expansion Plan. The Load Development Fee is established to recover costs incurred by the City in modifying its electrical infrastructure to support load growth spurred by new development.
- C. Provide a high level 20-year development plan of SVP's electric system expansion to meet high, medium, and low load trajectory scenarios for future load growth. The focus will be on building a footprint for SVP to meet future load growth over the next 20 years while maintaining electric system reliability.
- D. Determine the ultimate need, capacity, configuration, and method of service, for proposed new substations and the future disposition of each existing substation considering the current property size, age and condition of the equipment, estimated remaining life, and number of feeders.
- E. Assess SVP's submission to the CAISO's Transmission Planning Process (TPP) to insure that PG&E Bulk Electric System (BES) projects have been identified

and are on schedule to meet SVPs load growth, in addition to assessing SVP's Transmission Planning process to meet CAISO, WECC, and TPL-001-5.

- F. Assess SVP's CEC load forecast submittals used to generate the biennial Integrated Energy Policy Report (IEPR).
- G. Assess the impact of increased future distributed generation and load (i.e. solar, battery storage, electric vehicles) and provide recommendations regarding the most optimal integration with the distribution system and possible use of distributed generation by SVP to improve system efficiency and reliability.
- H. Assess the condition of the existing electric system and recommend maintenance and capital replacements as required. The assessment should also consider the future impact of aging infrastructure.
- I. Review current system, substation, and feeder load projections for reasonableness and use the results to determine the ultimate system, substation, and feeder plan. Assess the potential problems if actual loads differ significantly.
- J. Assess system reliability and provide cost/benefit analysis and estimated levels of improvement for recommendations on ways to maintain or improve it.
- K. Assess system losses and provide cost/benefit analysis for recommendations on ways to reduce system losses.
- L. Assess the future reactive power requirements/need for power factor improvement to the electric substation, distribution, 230kV/115kV/60 kV transmission systems and include a benefit/cost analysis of feeder capacitors versus substation capacitors.
- M. A report on each of the standards and guidelines listed below to include an assessment of their adequacy, any noted deficiencies, suggested changes that can be immediately incorporated into them, and if deemed necessary, a recommended plan to bring each one up to relevant industry standards and current practices, including mitigation of arc-flash hazards. The absence of any standards and guidelines that a utility the size of SVP should have shall be noted and recommendations made on how to best produce them.
 - 1. Existing system planning criteria, including conductor and equipment rating, loading, short circuit studies, capacity determination for substations, transmission lines, distribution lines, and service facilities.
 - 2. Engineering design guidelines for substations, transmission lines, distribution lines, and service facilities.
 - 3. Conductor and equipment loading capacities (under both normal full load and Emergency conditions) for substations, transmission lines, distribution lines and service facilities.

4. Material and equipment standards and specifications.
 5. Economic evaluation criteria and methods for determination of return on investment.
- N. Identify the opportunities to utilize the enabling technology resulting from SVP's AMI and Smart Grid deployment and recommend the most effective methods to utilize and capture value from the proposed Smart Grid initiatives over the next five and twenty year planning period.
- O. Assess the current emergency response plans, system restoration capabilities, energy control center and back-up control center facilities, emergency material stockpiling, and feeder back-up capacity, and make recommendations for improvements.
- P. Review current engineering, operations and electric system key performance indicators in use and make recommendations regarding the adequacy and validity of each one, and additions and deletions to the list.
- Q. Assess the adequacy of existing vegetation management programs and standards, and make recommendations for improvements.

The Contractor shall conduct all necessary meetings and interviews, keep minutes and interview summaries as requested, and provide copies to SVP.

Contractor and subcontractors shall utilize e-Builder, a web-based project management tool, or City's designated replacement for projects assigned under this agreement. Access to the project management tool, as well as associated training, will be provided by the City at no cost to the Contractor or its subcontractors. Contractor and subcontractors shall have the responsibility for utilizing the project management tool as necessary for the following: invoice submittal, potential change order submittals, change orders, Request for Information (RFI) submittals, correspondence, assigned tasks and other matters that transpire on the site as directed by City. All documents (including as built drawings) shall be converted or scanned into the Portable Document Format (PDF) file and uploaded to e-Builder.

At the conclusion of the project, the Contractor shall provide electronic copies of all final reports, worksheets, system studies and data associated with this project to SVP in (but not limited to) .pdf, .docx, .xlsx, .xml, .dwf, .dwg, .sav formats as applicable and that are not proprietary in nature. If work is complete in PowerWorld, Contractor to ensure the deliverable is provided in proper and functional GE PSLF format.

Deliverables for Items A and B are due five (5) months after execution of Agreement and the remaining deliverable items are due fourteen (14) months after execution of Agreement.

SVP Scope

To assist the consultant in performing the work, SVP shall provide the following:

- A. Copies of all relevant existing standards, design guidelines, system planning guidelines, specifications and drawings required.
- B. Full access to any and all existing plans and records relevant to the performance of the contract.
- C. Complete ESRI GIS database that includes electric infrastructure, land use, AMI system configuration, and related information.
- D. Available distribution system data for analysis such as distribution feeder reads, transmission line reads, and substation banks loading during the past peak load periods.
- E. Complete transmission system database in GE PSLF, DEW, and Aspen.
- F. Available system inspection and maintenance information.
- G. Past system evaluations and annual system reports.
- H. System load forecast and Capital Improvement Plans.
- I. Latest Integrated Resource Plan.
- J. Operating system data as available from SCADA (There presently is no SCADA data available on the distribution system beyond the substation boundary walls).
- K. Incremental generation and purchased power costs.
- L. Current electric rates and Rules and Regulations.

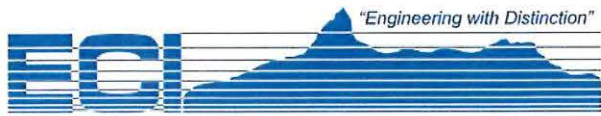
EXHIBIT B SCHEDULE OF FEES

Contractor will bill City on a monthly basis for Services provided by Contractor during the preceding month on an invoice and in a format approved by City and subject to verification and approval by City. City will pay Contractor within thirty (30) days of City's receipt of an approved invoice.

This is a time and materials contract, Table 1 provides a breakdown of the tasks within this agreement (Detail in Exhibit A) and their respective not-to-exceed amounts.

Table 1: Tasks and Associated Not-to-Exceed Budget

Exhibit A Section	Task Description	Not-to-Exceed Budget
A	Provide a detailed 3-year development plan of SVP's electric system expansion	\$173,683
B	Provide the basis for updating the Load Development Fee	\$17,893
C	Provide a high level 20-year development plan of SVP's electric system expansion	\$121,773
D	Determine the ultimate need, capacity, configuration, and method of service, for proposed new substations	\$28,839
E	Assess SVP's submission to the CAISO's Transmission Planning Process (TPP)	\$25,405
F	Assess SVP's CEC load forecast submittals	\$17,029
G	Assess the impact of increased future distributed generation and load	\$30,965
H	Assess the condition of the electric system and recommend maintenance and capital replacements	\$26,981
I	Review current system, substation, and feeder load projections for reasonableness	\$18,385
J	Assess system reliability and provide cost/benefit analysis	\$18,413
K	Assess system losses and provide cost/benefit analysis	\$11,581
L	Assess the future reactive power requirements/need for power factor improvement	\$17,309
M	A report on each of the standards and guidelines listed and include an assessment of their adequacy	\$79,439
N	Identify the opportunities to utilize the enabling technology resulting from SVP's AMI deployment	\$28,217
O	Assess the current emergency response plans, system restoration capabilities, energy control center	\$59,613
P	Review current engineering, operations and electric system key performance indicators	\$22,053
Q	Assess the adequacy of existing vegetation management programs and standards	\$12,509
	Associated Engineering Services	\$139,913
	TOTAL	\$850,000



ELECTRICAL CONSULTANTS, INC.

CORPORATE OFFICE: 3521 GABEL ROAD, BILLINGS, MONTANA 59102 • PHONE: 406-259-9933 • FAX: 406-259-1164

RATE SCHEDULE

<u>Category/Position</u>	<u>Hourly Rate</u>
Engineering / Management	
Senior Project Manager II	\$221
Senior Project Manager I	\$182
Project Manager II	\$163
Project Manager I	\$145
Senior Engineer II	\$183
Senior Engineer I	\$156
Senior Project Supervisor	\$152
Project Supervisor	\$115
Project Engineer II	\$132
Project Engineer I	\$125
Associate Engineer II	\$129
Associate Engineer I	\$123
Design Engineer III	\$109
Design Engineer II	\$101
Design Engineer I	\$95
Senior Designer II	\$136
Senior Designer I	\$121
Designer III	\$106
Designer II	\$94
Designer I	\$79
Program Management / Support Staff	
Project Controls Coordinator	\$167
Project Controls Specialist III	\$129
Project Controls Specialist II	\$101
Project Controls Specialist I	\$86
Senior Drafter II	\$94
Senior Drafter I	\$91
Drafter III	\$81
Drafter II	\$79
Drafter I	\$69
Administrative – Executive	\$110
Administrative Assistant	\$74

P:\Silicon Valley Power\SVP-029 System Expansion Plan\contracts\ECI Rates_1.docx

OFFICE LOCATIONS NATIONWIDE

• BILLINGS, MONTANA – (406) 259-9933

• SALT LAKE CITY, UTAH – (801) 292-9954

• MADISON, WISCONSIN – (608) 240-9933

• PHOENIX, ARIZONA – (602) 997-9933

• PORTLAND, OREGON – (503) 747-2235

• SAN DIEGO, CALIFORNIA – (619) 398-9370

• MANKATO, MINNESOTA – (507) 388-9933

• TUCSON, ARIZONA – (520) 219-9933

• DENVER, COLORADO – (720) 536-8261

• TULSA, OKLAHOMA – (918) 296-7911

• CRANFORD, NEW JERSEY – (908) 967-6363

• ORLANDO, FLORIDA – (407) 960-1796

Survey / Real Estate

Senior Surveyor	\$139
Surveyor II	\$113
Surveyor I	\$97
Survey Technician II.....	\$79
Survey Technician I.....	\$61
Senior Real Estate Specialist	\$133
Real Estate Specialist II	\$116
Real Estate Specialist I	\$78

Corporate Project Management / Technical Oversight

Principal	\$229
Director/PhD	\$231

Electrical Consultants, Inc.
Chargeable Expenses

Project Expenses:

Airline & Charter Aircraft	Actual Cost
Rental Vehicles	Actual Cost
Standard & Four-Wheel Drive	Federal Allowable Rate
All Terrain Vehicles	\$10.00/hour
Meals	Actual Cost
Lodging	Actual Cost
Parking	Actual Cost
Long Distance & Telephone Charges	Actual Cost

CADD Software/Plotting:

AutoCAD Drafting Equipment	\$8.00/hour
Microstation Drafting Equipment	\$8.00/hour
HP Design Jet Monochrome Plots	\$5.00 each
HP Design Jet Color Plots	\$10.00 each
LD3 Modeling	\$8.00/hour

Prints and Copies:

Arc Flash Labels	\$6.00 each
Large Format Copies:	
C, D Size	\$2.35 each
E Size	\$2.60 each
F Size	\$2.75 each
Larger Sizes	25¢/sq. ft.

Engineering Software:

Radial Voltage Drop – SynerGEE & Milsoft	\$30.00/hour
Load Flow / Stability (PSLF/PSSE)	\$40.00/hour
ASPEN	\$30.00/hour
STRUDL/Structural Software	\$40.00/hour
GIS Mapping Software	\$8.00/hour
Visual Analysis & STAAD Pro	\$20.00/hour
CDEGS (Grounding)	\$50.00/hour
SKM	\$25.00/hour
TLCADD & PLS-CADD	\$10.00/hour
CYMCAP	\$40.00/hour
ETAP	\$20.00/hour
PSCAD/EMT	\$40.00/hour
PTI – Power System Analysis	\$40.00/hour
T-Flash	\$40.00/hour

Survey Equipment/Software:

Cyclone Software	\$30.00/hour
Terra Solid Laser Imaging	\$20.00/hour
Theodolite, Total Station	\$11.00/hour
Robotic Total Station	\$15.00/hour
Survey Grade GPS, Base Station & Rovers	\$30.00/hour
Staking Supplies	\$10.00/line-mile

Testing Equipment:

5 kV Megger	\$60/day, \$200/week
Phase Angle Meter	\$50/day, \$200/week
Automated CT Test Set	\$125/day, \$420/week
Transformer Turns Ratio Test Set	\$75/day, \$300/week
Earth Resistivity Test Set	\$100/day, \$400/week
Power Quality Analyzer	\$75/day, \$150/week
Hi-Potential Test Set	\$120/day, \$300/week
VLF AC Hi-Potential Test Set	\$500/day, \$2,000/week
Doble F6150 Relay Test Set	\$375/day, \$1,500/week
Doble M4000 Power Factor Test Set	\$500/day, \$2,000/week
Doble M5400 Seep Frequency	\$1,000/day
Dilo SF-6 Moisture Analyzer	\$150/day, \$600/week
Dilo SF-6 Breaker Analyzer	\$450/day
CT-7000 Breaker Motion Analyzer	\$125/day, \$350/week
Ductor Low Resistivity & High Current	\$75/day, \$300/week
FLIR Infrared Camera	\$500/day, \$2,000/week
GPR (ground penetrating radar)	\$1,000/day
HD 3-D Laser Scanner	\$600/day
Dranetz 8000 Analyzer	\$500/day
Fluke 435 Meter	\$1,000/month
Other equipment (Load Banks, Meter Standard, etc.)	Job Quote

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 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 minimum coverages, provisions and endorsements are as follows:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

\$1,000,000 Each Occurrence
\$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal Injury

2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:
 - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
 - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
 - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at

least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned (if any), non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Contractor and/or its subcontractors involved in such activities shall provide coverage with a limit of one million dollars (\$1,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. PROFESSIONAL LIABILITY

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

E. COMPLIANCE WITH REQUIREMENTS

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

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85, or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.
2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnitied may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.
3. Cancellation.
 - a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.
 - b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.
4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Exhibit C, above.

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to

limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

G. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

H. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Contractor shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.

City of Santa Clara Electric Department

P.O. Box 100085 – S2

Duluth, GA 30096

or

1 Ebix Way

John's Creek, GA 30097

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

I. QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.



Agenda Report

21-1045

Agenda Date: 12/14/2021

REPORT TO COUNCIL

SUBJECT

Action on Amendment No. 1 to the Agreement for Design Professional Services with Electrical Consultants Inc.

COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

BACKGROUND

The City of Santa Clara's Electric Utility, Silicon Valley Power (SVP), has provided dependable electric service for 125 years. SVP's current peak load is about 600 MW and provides nearly 4,110 Gigawatt-hours (GWh) a year to SVP's customers. Currently, eight additional projects have received entitlements with the City of Santa Clara which represents an increase of 618 MW. There is an additional 114 MW of planned Commercial and Residential development. This represents 732 MW of expansion over the next ten years. In addition, new developments have made initial requests for more than 400 MW of new load. Based on SVP's experience with how new load develops, SVP is preparing for its system peak load to double over the next 10 years and increase the number of substations from twenty-three (23) to up to thirty-three (33) by 2026.

On October 13, 2020, City Council authorized the City Manager to execute an agreement with Electrical Consultants Inc. (ECI) for a System Expansion Plan. A System Expansion Plan consists of a short-term and long-term capital improvement plan to accommodate the additional electric load growth due to new development in Santa Clara (Data Centers and Residential Projects).

On September 28, 2021, staff presented the Three-Year System Growth Strategy Plan (Three Year Plan) which was prepared by ECI for SVP and includes an analysis of SVP's transmission system. The purpose of the study is to identify near-term and long-term improvements for SVP to consider in order to maintain electric service reliability with consideration of significant load growth. The Three-Year Growth Strategy is intended to be a living document and will be reviewed and changed in the future to adapt for a number of factors including load ramp, project feasibility, delivery capacity, shifting needs, priorities, and finances.

DISCUSSION

The Three-Year Plan was the most significant of the tasks to be performed by ECI. ECI has a number of additional tasks outstanding including development of a twenty-year development plan of SVP's electric system expansion to meet high, medium, and low load trajectory scenarios for future load. The focus of the twenty-year development plan is building a foundation for SVP to meet future load growth over the next twenty years while maintaining electric system reliability.

The current Agreement expires on December 31, 2021. Staff anticipated completing the System Expansion Plan within the fourteenth month term of the agreement, but due to a large number of development activities occurring that impacted the system expansion plan, only the three-year plan was completed. Staff recommends extending the term of the Agreement by two additional years, with the amended term ending on December 31, 2023. ECI has confirmed that rates will not increase and anticipates completing all tasks within the budget of the agreement.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a “project” within the meaning of the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines section 15378 (b)(4) in that it is a fiscal activity that does not involve commitment to a specific project which may result in potential significant impact on the environment.

FISCAL IMPACT

Funding for the agreement with ECI was included as part of the Adopted Biennial FY 2020/21 and 2021/22 Capital Improvement Program Budget in the New Business Estimate Work CIP project.

Appropriations needed in future years will be requested as part of the regular biennial budget process.

COORDINATION

This report has been coordinated with the Finance Department and City Attorney’s Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City’s official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City’s website and in the City Clerk’s Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk’s Office at (408) 615-2220, email clerk@santaclaraca.gov <<mailto:clerk@santaclaraca.gov>>.

RECOMMENDATION

1. Authorize the City Manager to execute Amendment No. 1 to the Agreement with Electrical Consultants Inc to extend the term of the Agreement by two years, ending on December 31, 2023, with no change in the maximum compensation;
2. Authorize the City Manager to make minor changes to the attached Amendment subject to approval of the City Attorney as to form; and
3. Authorize the City Manager to add or delete services consistent with the scope of the agreements subject to request and justification by contractor, approval by the City, and the appropriation of funds and extend the term, if necessary, for a total term not to exceed five years.

Reviewed by: Manuel Pineda, Chief Electric Utility Officer

Approved by: Deanna J. Santana, City Manager

ATTACHMENT

1. Original Agreement for Design Professional Services
2. Proposed Amendment No. 1

**AMENDMENT NO. 1
TO THE AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
ELECTRICAL CONSULTANTS, INC.**

PREAMBLE

This agreement ("Amendment No. 1") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Electrical Consultants, Inc., a Montana corporation (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. The Parties previously entered into an agreement entitled "Agreement for Design Professional Services" dated October 21, 2020;
- B. The Parties entered into the Agreement for the purpose of having Contractor provide review, inspection, and analysis necessary to prepare for a System Expansion Plan of the City's electric system; and
- C. The City has identified proposed development projects that require additional work and revisions to tasks currently underway, therefore, the Parties now wish to amend the Agreement to extend the term of the Agreement until December 31, 2023.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

- 1. Paragraph 2 of the Agreement, entitled "TERM OF AGREEMENT" is amended to read as follows:

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on October 1, 2020 and terminate on December 31, 2023.

- 2. Exhibit B to the Agreement shall be deleted in its entirety and replaced with the attached Exhibit B – Compensation and Fee Schedule Amended December 14, 2021.
- 3. Exhibit D – Digital Data Protocol is hereby added and incorporated by reference.

4. Exhibit E – Labor Compliance Addendum is hereby added and incorporated by reference.

5. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect. In case of a conflict in the terms of the Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

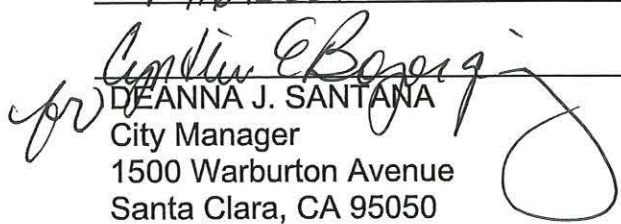
The Parties acknowledge and accept the terms and conditions of this Amendment No. 1 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Dated: 12/16/2021

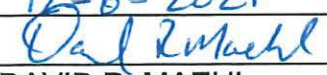

Office of the City Attorney
City of Santa Clara


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

"CITY"

ELECTRICAL CONSULTANTS, INC.
a Montana corporation

Dated: 12-6-2021

By (Signature): 

Name: DAVID R. MAEHL

Title: Vice President Power Supply

Principal Place of 3521 Gabel Road

Business Address: Billings, Montana 59102

Email Address: Dave.maehl@eciusa.com

Telephone: (406) 259-9933

Fax: (406) 259-1164

"CONTRACTOR"

**AMENDMENT NO. 1
TO THE AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
ELECTRICAL CONSULTANTS, INC.**

**EXHIBIT B – COMPENSATION AND FEE SCHEDULE
AMENDED DECEMBER 15, 2021**

1. Compensation: The amount billed to City by Contractor for services under this Agreement as Amended will not exceed eight hundred fifty thousand dollars (\$850,000.00), subject to budget appropriations.
2. Services shall be provided according to the rates in Exhibit B-1 - Time and Materials Hourly Rate Schedule attached and incorporated by reference.
3. Authorization of work:
 - 3.1. Exhibit B-2 Tasks, attached and incorporated by reference, details the specific tasks to be performed under this Agreement. Tasks shall be performed in the hourly rates specified in Exhibit B-1 Rate Schedule.

Subject to written approval of the City, Contractor may transition costs between categories in Exhibit B-1 only to the extent that these transitions leave sufficient funding to complete each task.
 - 3.2. For any Associated Engineering Services (work that is not specified in Exhibit B-1 – Tasks Items A – Q), Contractor shall not begin any work unless a Purchase Order (PO) has been issued by the City for that particular work. In the event of a City request for Associated Engineering Services:
 - 3.2.1. Contractor shall issue a quote or task order for each project requested by the City and that quote or task order shall be included in the purchase order.
 - 3.2.2. All services included in the quote or task order shall be provided at the rates included in this Agreement and are subject to the terms of this Agreement.
 - 3.2.3. In the event of any inconsistency between a task order and quote and the Terms and Conditions of the Agreement, the Terms and Conditions of the Agreement shall govern and control.
 - 3.2.4. City shall review the quote or task order and, if there are no questions or issues, City shall issue a PO to authorize that set of work.

- 3.2.5. Contractor shall notify City as soon as practical if there is a risk that cost estimates will be exceeded and shall not perform work that will result in costs exceeding the estimate without executed amendment to this Agreement or receipt of Purchase Order authorizing work.
- 3.2.6. No products or services that will commit or authorize funds in excess of the authorized amount in this Agreement are authorized. All work performed, materials, or other expenses 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 circumstances.
- 3.2.7. Contractor shall not initiate any Project Assignment that will result in costs exceeding the compensation in the Agreement or are anticipated to extend past the term of this Agreement.

4. Reimbursable/Pass Through Costs

- 4.1. Pass Through Costs: In some cases, Contractor may pass-through costs such as, but not limited to: travel subcontracted activities or materials. Such Pass-Through Costs shall be included in the quote for Additional Services.
- 4.2. When these Pass-Through Costs occur, Contractor will Invoice City for these costs without markup.
- 4.3. Contractor shall provide supporting documentation such as invoices or receipts for all Pass-Through costs.
- 4.4. Reimbursement of expenses is subject to the following conditions.
 - 4.4.1. Expenses shall be reimbursable only to the extent that the Contractor submits sufficient documentation to the City that the expenses were directly incurred in providing the requested services and that such costs are not already included in the fee or hourly rate.
 - 4.4.2. Travel-related expense (mileage, lodging, meals, etc.).
 - 4.4.2.1. Unless approved in writing (e-mail acceptable) in advance, meals, lodging, and related Per Diem shall not exceed the rates outlined by the United States General Service Administration (GSA).
<https://www.gsa.gov/travel-resources>
 - 4.4.2.2. The City shall not reimburse local travel (within Santa Clara County).
 - 4.4.3. All reimbursable expenses shall be included in the Maximum Compensation

5. Payment Provisions

- 5.1. Monthly Invoices. On a monthly basis, Contractor shall prepare an invoice which includes an itemization of time and materials spent on a services included in this Agreement for the preceding month with a detail listing the cost and source of such expenses and when they were incurred in a format that will permit City to verify rates are the same as those authorized in the Agreement.
- 5.2. Contractor shall maintain documentation of such time and costs for City inspection for a period of three (3) years from the date of termination of this Agreement.
- 5.3. Upon receipt of an approved itemized written invoice from Contractor including submittal of certified payroll using LCP Tracker where applicable, City shall process Contractor's invoice for services performed and authorized costs incurred during that billing period.

**AMENDMENT NO. 1
TO THE AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
ELECTRICAL CONSULTANTS, INC.**

EXHIBIT B-2 – RATE SCHEDULE

Engineering / Management

Senior Project Manager II	\$221
Senior Project Manager 1	\$182
Project Manager II	\$163
Project Manager I	\$145
Senior Engineer II	\$183
Senior Engineer I	\$156
Senior Project Supervisor	\$152
Project Supervisor	\$115
Project Engineer II	\$132
Project Engineer I	\$125
Associate Engineer II	\$129
Associate Engineer I	\$123
Design Engineer III	\$109
Design Engineer II	\$101
Design Engineer I	\$ 95
Senior Designer II	\$136
Senior Designer I	\$121
Designer III	\$106
Designer II	\$94
Designer I	\$79

Program Management / Support Staff

Project Controls Coordinator	\$167
Project Controls Specialist III	\$129
Project Controls Specialist II	\$101
Project Controls Specialist I	\$86
Senior Drafter II	\$94
Senior Drafter I	\$91
Drafter III	\$81
Drafter II	\$79
Drafter I	\$69
Administrative -Executive	\$110
Administrative Assistant	\$74

Survey / Real Estate

Senior Surveyor	\$139
Surveyor II	\$113
Surveyor I	\$97
Survey Technician II.....	\$79
Survey Technician I	\$61
Senior Real Estate Specialist	\$133
Real Estate Specialist II	\$116
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Corporate Project Management / Technical Oversight

Principal	\$229
Director/PhD	\$231

**AMENDMENT NO. 1
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**EXHIBIT B-2 – TASKS
AMENDED DECEMBER 15, 2021**

Exhibit A Section	Task Description	Not to Exceed Budget
A	Provide a Detailed 3-year development plan for SVP's electric system expansion	\$173,683
B	Provide the basis for updating the Load Development Fee	\$ 17,893
C	Provide a high level 20-year development plan of SVP's electric system expansion	\$121,773
D	Determine the ultimate need, capacity, configuration, and method of service, for proposed new substations	\$ 28,839
E	Assess SVP's submission to the CAISO's Transmission Planning Process (TPP)	\$ 25,405
F	Assess SVP's CEC load forecast submittals	\$ 17,029
G	Assess the impact of increased future distributed generation and load	\$ 30,965
H	Assess the condition of the electric system and recommend maintenance and capital replacement	\$ 26,981
I	Review current system, substation, and feeder load projections for reasonableness	\$ 18,385
J	Assess system reliability and provide cost/benefit analysis	\$ 18,413
K	Assess system losses and provide cost/benefit analysis	\$ 11,581
L	Assess the future reactive power requirements/need for power factor improvements	\$ 17,309
M	A report on each of the standards and guidelines listed and include an assessment of their adequacy	\$ 79,439
N	Identify the opportunities to utilize the enabling technology resulting from SVP's AMI deployment	\$ 28,217
O	Assess the current emergency response plans, system restoration capabilities, energy control center	\$ 59,613
P	Review current engineering, operations and electric system key performance indicators	\$ 22,053
Q	Assess the adequacy of existing vegetation management programs and standards	\$ 12,509
	Associated Engineering Services	\$139,913
	TOTAL	\$850,000

**AMENDMENT NO. 1
TO THE AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
ELECTRICAL CONSULTANTS, INC.**

EXHIBIT D – DIGITAL DATA PROTOCOL

1. Description of Requirements

- 1.1.** Unless otherwise specified by City, the Contractor shall utilize e-Builder for submission of data and documents throughout the duration of the Agreement.
- 1.2.** e-Builder is a web-based construction management application hosted by e-Builder. It shall be the primary means of project information submission and management or as otherwise agreed upon with the City.

2. License and Training

- 2.1.** The City will establish the Contractor's access to e-Builder by providing up to three licenses to Contractor personnel at City's cost. At the City's sole discretion, further licenses may be provided but, if the City incurs a cost for such additional licenses, those costs shall be paid for by the Contractor.
- 2.2.** 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.

3. Use of e-Builder

- 3.1.** The contractor and users will be required to set up their computers/systems to use e-Builder in accordance with the e-Builder Online User Guide.
- 3.2.** Contractor shall assure that staff (including staff of sub-contractor) will have regular access to a personal computing device with minimum specifications as updated at the following link: www.e-builder.net
- 3.3.** Contractor staff are responsible for visiting the Project web site on a daily basis, and as necessary to: be kept fully apprised of Project developments, view correspondence and assigned tasks and review other matters that transpire on the site.
- 3.4.** Contractor shall ensure that all supporting data including but not limited to shop drawings, product data sheets, manufacturer data sheets and

instructions, method statements, safety MSDS sheets, Substitution Requests and the like will be submitted in digital format via e-Builder Enterprise™.

- 3.5. All Product Data, reports, certifications, etc. must be submitted in PDF format. (If a sample is able to be scanned, it is requested a scanned PDF copy is submitted with the sample.);

4. Connectivity

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

5. Ownership of Data

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.

6. Documents

- 6.1. The Contractor is responsible for managing, tracking, and documenting activities to comply with the requirements of the Agreement.
- 6.2. 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 web site and shall be responsible for the validity of its information placed in e-Builder. 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 validation of the Contractor's submitted information.

- 6.3.** All project documents shall be processed and distributed digitally over the internet.
- 6.4.** While regular email will still be used for communication, e-Builder shall be utilized as much as possible in connection with all document and information management required by these Contract Documents.
- 6.5.** 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.
- 6.6.** Documents and information to be submitted electronically include, but are not limited to:
 - 6.6.1. Correspondence including letters and e-mails;
 - 6.6.2. Meeting Minutes;
 - 6.6.3. Contract
 - 6.6.4. Change Order and Potential Change Order requests and documentation, including record copies of Change Orders, Proposals, Modifications;
 - 6.6.5. Invoices and Monthly Payment Requests;
 - 6.6.6. Submittals and shop drawings
 - 6.6.7. Requests for Information (RFI) and submittals
 - 6.6.8. Official reports, such as Commissioning reports;

7. Archive Copies

Contractor shall keep an archive copy of all digital data created by Contractor, or submitted to Contractor via e- mail, or resident on the any Contractor system for the duration of the Project. Such shall be available to City and authorities with jurisdiction (including funding agencies or representatives) on demand.

**AMENDMENT NO. 1
TO THE AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
ELECTRICAL CONSULTANTS, INC.**

EXHIBIT E – LABOR COMPLIANCE ADDENDUM

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

A. PREVAILING WAGE REQUIREMENTS

1. Contractor shall be obligated to pay not less than the General Prevailing Wage Rate, which can be found at www.dir.ca.gov, 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.

The term "certified payroll" shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 et seq, as well as any additional documentation requested by the City or its designee including, but not limited to: certified payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.

6. In addition to submitting the certified payrolls and related documentation to City, Contractor and all subcontractors shall be required to submit certified payroll records and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and/or final payment.
7. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
8. No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors MUST be a registered "public works contractor" with the DIR AT THE TIME OF BID. Where the prime contract is less than \$15,000 for maintenance work or less than \$25,000 for construction alternation, demolition or repair work, registration is not required.
9. All contractors/subcontractors and related construction services subject to prevailing wage, including but not limited to: trucking, surveying and inspection work must be registered with the Department of Industrial Relations as a "public works contractor". Those who fail to register and maintain their status as a public works contractor shall not be permitted to perform work on the project.
10. Should any contractor or subcontractors not be a registered public works contractor and perform work on the project, Contractor agrees to fully indemnify the City for any fines assessed by the California Department of Industrial Relations against the City for such violation, including all staff costs and attorney's fee relating to such fine.
11. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

B. AUDIT RIGHTS

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

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

C. ENFORCEMENT

1. City shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., City may continue to hold sufficient funds to cover estimated wages and penalties under the Agreement.
2. Based on State funding sources, this project may be subject to special labor compliance requirements of Proposition 84.
3. The City is not obligated to make any payment due to Contractor until Contractor has performed all of its obligations under these provisions. This provision means that City can withhold all or part of a payment to Contractor until all required documentation is submitted. Any payment by the City despite Contractor's failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Agreement or a waiver of the right to withhold payment for any subsequent breach of this Addendum.
4. City or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to \$200 per day per worker for each wage violation identified; \$100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and \$25 per day per worker for any overtime violation.



Agenda Report

23-737

Agenda Date: 7/18/2023

REPORT TO COUNCIL

SUBJECT

Action to Delegate Authority to the City Manager to Negotiate and Execute Amendments to Agreements for Design Professional Services for Silicon Valley Power's System Capacity Expansion Planning Including Development of a Twenty-Year Long-Term Strategy Plan for System Growth, Master Agreements for Plan Implementation Services, and Master Agreements for General Consulting Services

COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

BACKGROUND

Silicon Valley Power (SVP) has provided electric service for over 125 years and is experiencing significant continued growth. SVP has developed a capital improvement strategy to address near-term and long-term potential load growth. In 2021, SVP recorded a peak load of nearly 600 Megawatt (MW) and delivered approximately 4,100 Gigawatt-hours (GWh) to customers. In 2022, SVP's recorded peak load increased to 702 MW, and energy delivery rose to 4,550 GWh. This represents an approximate 10% increase in energy delivery and represents the largest year-over-year growth in the last 30 years.

On October 13, 2020, City Council approved (Council Item 20-854) the following Agreements for Design Professional Services:

- Agreement with Electrical Consultants, Inc (ECI) with a maximum compensation not to exceed \$850,000 to complete a System Expansion Plan including a Three-Year Growth Plan Strategy;
- Master agreements for Plan Implementation Services with a maximum compensation not to exceed \$3,000,000 per agreement with (1) 1898 & Co., (2) TRC Solutions, Inc., (3) ECI, (4) AECOM Technical Services, Inc., and (5) Stantec Consulting Services Inc.; and
- Master agreements for general consulting services with a maximum compensation not to exceed \$2,000,000 per agreement with (1) Advisian Worley Group, (2) TRC Solutions, Inc., (3) Leidos Engineering, LLC, (4) Flynn Resource Consultants, Inc. and (5) EN Engineering LLC.

When a specific project is identified, SVP issues a call for proposals that invites these prequalified consultants to submit their proposals. The award for each project is determined based on factors such as expertise in the specific area of work needed, staff availability, project approach, proposed scope of services, project schedule/completion dates, and verification that cost is reasonable for the services.

When the agreements were approved on October 13, 2020, the total maximum compensation for the

ten (10) master agreements was authorized with an aggregate maximum compensation of \$25 million over a five-year period. On May 13, 2022, the City Council authorized the City Manager to execute Amendment No. 1 to the Agreement with AECOM Technical Services Inc., increasing the maximum compensation from \$3 million to \$11 million for additional program management services related to the System Expansion Plan. This authorization increased the total aggregate compensation for the ten (10) agreements to \$33 million. On October 4, 2022, the City Council authorized the City Manager to negotiate and execute amendments to the ten (10) agreements, resulting in a new total aggregate compensation of \$50 million.

On September 28, 2021 (Council Item 21-871), the Council accepted SVP's Three-Year Growth Plan Strategy which identified \$300 million of proposed projects to install new facilities and to replace aged infrastructure with higher capacity infrastructure on an as-needed basis. On November 15, 2022 (Council Item 22-1172), the City Council accepted SVP's System Expansion Plan for the California Independent Operator's (CAISO) Transmission Planning Process (TPP) FY2023/24 (SVP System Expansion Plan TPP FY2023/24).

In the SVP System Expansion Plan TPP FY2023/24, SVP anticipates a peak system load of 819MW in 2025 and peak load of 1,306 MW in 2032. Compared to the 2022 peak load of 702 MW, this projection represents an increase of nearly 117 MW by 2025. SVP System Expansion Plan TPP FY2023/24 identifies both near-term and ten-year improvements required for SVP to maintain electric service reliability with consideration of the projected load growth. The SVP System Expansion Plan TPP FY2023/24 provides detailed information and a technical basis for the completed analysis, including a summary of proposed projects. These projects are in addition to those previously presented to Council. To maintain electric service reliability and meet project growth, SVP requires engineering support in three areas: (1) System Expansion Planning, (2) General Consulting, and (3) Plan Implementation.

DISCUSSION

Under its agreement with the City, ECI has provided consultant support for the CAISO's Annual TPP and completed a Three-Year Growth Plan Strategy. SVP requires additional related services from ECI, including, (1) a twenty-year long-term strategy plan for system growth; and (2) support for upcoming CAISO TPP studies. The twenty-year long-term strategy plan and study will address, among other things, reach codes (local energy code amendments intended to strengthen emissions reductions) and impacts of electrification and decarbonization to SVP's transmission and distribution electrical systems. To complete these additional services, SVP will require an increase in the maximum compensation of the ECI agreement for the system expansion plan from \$850,000 to \$1,500,000 and extension of the term through December 31, 2025.

The System Expansion Plan has led to a significant increase in the SVP's Capital Improvement Project (CIP) backlog. Managing and delivering these projects from detailed design through construction necessitates the augmentation of staff by hiring outside engineering firms who possess the necessary technical knowledge and expertise to support SVP. For example, the System Expansion Plan includes the following proposed projects as well as other projects not listed:

- NRS Transformer and Breaker Upgrades
- Kifer Receiving Station (KRS) & Scott Receiving Station (SRS) Rebuild and Replacement
- NRS-KRS 115kV Line Replacement

- South Loop Reconductor
- Northwest Loop Capacity Upgrade
- Walsh-Uranium 60kV Reconductor

The proposed projects include replacement of aging infrastructure and installation of new facilities to allow higher internal system capacity. These projects will include the addition of new internal 60kV transmission loops and implementation of reliability upgrades, including replacing or reconductoring transmission lines. For the new 60kV loops, it is important to note that the first step in the process is to determine technical feasibility (design). Additional CAISO transmission capacity would be required to fully take advantage of the increased internal capacity.

As identified in the Three-Year Growth Plan Strategy and SVP System Expansion Plan TPP FY2023/24, the combined cost of these CIP projects is estimated at nearly \$500 million. Of this total amount, approximately 20% to 25% is attributed to engineering services such as design and construction management. In addition, to ensure that dedicated developer substations are built to SVP standards and connect properly to SVP's electric system, SVP provides engineering services to developers who design and build their own substation with costs recovered from those developers. Design, equipment, and construction project costs for substations built by developers are not included in the \$500 million budget. Therefore, total estimated engineering costs may exceed the 20 - 25% to account for costs of engineering for projects that are not included in SVP's CIP budget. To assure sufficient support to complete the System Expansion Plan and meet schedule commitments to developers while assuring SVP standards are met, SVP requires an increase of \$30 million in aggregate maximum compensation for agreements for general consulting and plan implementation services. This will amend previous authorizations and allow SVP to spread \$80 million among the master agreements. SVP will initiate amendments after selection of consultants following the call for proposals process described in the background of this report. SVP staff manages the aggregate compensation to assure that no services are approved that will result in exceeding the aggregate maximum compensation.

ENVIRONMENTAL REVIEW

These proposed actions involve the approval of amendments to existing agreements for program and project management services. Any associated capital improvements have been or will be evaluated under the California Environmental Quality Act ("CEQA"). Therefore, the proposed actions do not constitute a "project" within the meaning of CEQA pursuant to section 15061(b)(3) of Title 14 of the California Code of Regulations as it can be seen with certainty that there is no possibility that the proposed approvals will have a significant effect on the environment.

FISCAL IMPACT

Sufficient funds for these amendments are included in the capital budget for each project for Fiscal Year 2023/2024. Funding for specific projects is allocated in the Electric Utility Fund in the FY2023/24 Capital Improvement Budget, such as the NRS Transformer and Breaker Upgrades (CIP 2454), NRS-KRS 115kV Line (CIP 2455), KRS Rebuild and Replacement (CIP 2453), Laurelwood Substation (CIP 2443), Democracy Substation (CIP 2464), Transmission Loop 1 (CIP 2459), and Transmission Loop 2 (CIP 2463). Additional budget appropriations will be required for the Transmission Loop projects. Required actions will be brought forward to City Council for approval of the project and associated budget after design. It is anticipated that costs will be recovered through developer contributions. As the System Expansion Plan and design and construction of developer

funded substations progress, the costs and timelines will be revised and updated, and budget adjustments will be requested at that time if required.

Funds required for these agreements in future years are subject to budget appropriations and will be incorporated into the budget development process for those years. In the event the authorized budget for a project will be exceeded, budgetary actions will be brought forward to Council as needed to cover such services in advance of authorizing those services.

COORDINATION

This report has been coordinated with the Finance Department and City Attorney's Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <<mailto:clerk@santaclaraca.gov>> or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

1. Authorize the City Manager to negotiate and execute an amendment to the Agreement for Design Professional Services with Electrical Consultants, Inc (ECI Agreement) for additional services associated with the System Expansion Plan increasing the maximum compensation to \$1,500,000 and extending the term of the agreement until December 31, 2025, funded by the Electric Utility Capital Fund;
2. Authorize the City Manager to negotiate and execute amendments to the following Agreements for Design Professional Services (Master Agreements) for Silicon Valley Power's System Expansion Plan with an additional aggregate maximum compensation of \$30 million for a new aggregate maximum compensation of \$80 million funded by the Electric Utility Capital Fund and allocated as SVP may require, subject to the appropriation of funds: (A) general consulting services with: (i) Advisian Worley Group; (ii) TRC Solutions, Inc.; (iii) Leidos Engineering LLC; (iv) Flynn Resource Consultants, Inc.; and (v) EN Engineering LLC; and (B) For plan implementation services with: (i) Burns & McDonnell Engineering Company, Inc. (formerly 1898 & Co.); (ii) TRC Solutions, Inc.; (iii) ECI; (iv) AECOM Technical Services, Inc.; and (v) Stantec Consulting Services Inc
3. Authorize the City Manager to take any actions as necessary to implement and administer the ECI Agreement and Master Agreements and to negotiate and execute amendments to those agreements to (a) add or delete services consistent with their scope of services; (b) adjust future rates; and (c) extend their term of the agreement to complete projects initiated during the authorized term; and
4. All amendments included in this authorization shall be subject to the review and approval as to form by the City Attorney.

Reviewed by: Manuel Pineda, Chief Electric Utility Officer

Approved by: Jōvan D. Grogan, City Manager

**AMENDMENT NO. 2
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
ELECTRICAL CONSULTANTS, INC.**

PREAMBLE

This agreement ("Amendment No. 2") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Electrical Consultants, Inc. a Montana corporation, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

- A. The Parties previously entered into an agreement entitled "Agreement for Design Professional Services" dated October 21, 2020 (Agreement) for the purpose of having Contractor provide review, inspection, and analysis necessary to prepare for a System Expansion Plan of the City's electric system; and
- B. The Agreement was previously amended by Amendment No. 1, dated December 16, 2021. The Agreement and all previous amendments are collectively referred to herein as the "Agreement as Amended"; and
- C. The Parties now wish to amend the agreement to extend the Term and to increase the maximum compensation.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

- 1. Paragraph 2 of the Agreement as Amended, entitled "TERM OF AGREEMENT" is amended to read as follows: "Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on October 1, 2020, and terminate on December 31, 2025."

- 2. Section 6 of the Agreement as Amended, entitled "COMPENSATION AND PAYMENT" is amended to read as follows:

"In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "COMPENSATION AND FEE SCHEDULE." The Maximum Compensation of this Agreement is one million five hundred thousand dollars (\$1,500,000), subject to budget appropriations, which includes all payments for the Services and expenses, supplies, materials and equipment required to perform the Services. All Services performed or materials provided in excess of the Maximum Compensation shall be at Contractor's expense. City does not guarantee any minimum compensation under this Agreement.

Contractor shall not be entitled to any payment above the Maximum Compensation under any circumstance."

3. Exhibit A Scope of Services shall be deleted and replaced with the attached Exhibit A – Scope of Services – Amended September 1, 2023.
4. Exhibit B – Schedule of Fees shall be deleted and replaced with the attached Exhibit B – Compensation and Fee Schedule – Amended September 1, 2023
5. Except as set forth herein, all other terms and conditions of the Agreement as Amended shall remain in full force and effect. In case of a conflict in the terms of the Agreement as Amended and this Amendment No.2, the provisions of this Amendment No. 2 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 2 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: 10/12/23

Daniel Ballin

Daniel Ballin (Oct 12, 2023 12:27 PDT)

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"

ELECTRICAL CONSULTANTS, INC.
a Montana corporation

Dated: 09/29/2023

By (Signature):

Name: David R. Maehl

Title: Vice President Power Supply

Principal Place of Business Address: 3521 Gabel Road
Billings, Montana 59102

Email Address: Dave.maehl@eciusa.com

Telephone: (406) 259-9933

"CONTRACTOR"

**AMENDMENT NO. 2
AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND ELECTRICAL CONSULTANTS, INC.
EXHIBIT A – SCOPE OF SERVICES
AMENDED SEPTEMBER 1, 2023**

The Services to be performed for the City by the Contractor under this Agreement are set forth below.

1. Contractor Scope

- 1.1. Contractor shall perform all the review, inspection, and analysis necessary to prepare a System Expansion Plan for Silicon Valley Power's (SVP) electric system. The plan shall provide an assessment of the current electric system and a complete plan for its future development.
- 1.2. The System Expansion Plan shall include a minimum of the following items:
 - 1.2.1. Contractor shall provide a detailed 3-year development plan of SVP's electric system expansion to meet the significant new load being connected to SVP's system. The focus will be on building multiple capital improvement projects in parallel to meet the 3-year short term capacity need while maintaining electric system reliability. Working with SVP, Contractor will prioritize the projects and provide a strategy, schedule, and estimated cost for their completion. All projects in the detailed 3-year plan are to include preliminary engineering (30% plans - constructability reviewed and sequencing with remaining projects) and specify any permitting requirements, land requirements, and construction scope. Contractor will provide guidance on establishing proper maintenance of proposed new assets and technology. Contractor completed these Services prior to the effective date of Amendment No. 2.
 - 1.2.2. Constructor shall provide the basis for updating the Load Development Fee per the final System Expansion Plan. The Load Development Fee is established to recover costs incurred by the City in modifying its electrical infrastructure to support load growth spurred by new development.
 - 1.2.3. Contractor shall provide a high level 20-year development plan of SVP's electric system expansion to meet high, medium, and low load trajectory scenarios for future load growth. The focus will be on building a footprint for SVP to meet future load growth over the next 20 years while maintaining electric system reliability.
 - 1.2.4. Working with SVP, Contractor will recommend the ultimate

need, capacity, configuration, and method of service, for proposed new substations and the future disposition of each existing substation considering the current property size, age and condition of the equipment, estimated remaining life, and number of feeders. Contractor completed these Services prior to the effective date of Amendment No. 2.

- 1.2.5. Contractor shall assess SVP's submission to the California Independent System Operator's (CAISO) Transmission Planning Process (TPP) to ensure that PG&E Bulk Electric System (BES) projects have been identified and are on schedule to meet SVP's load growth. In addition, Contractor shall assess SVP's Transmission Planning process to meet CAISO, Western Electricity Coordinating Council (WECC), and TPL-001-5. Contractor completed these Services prior to the effective date of Amendment No. 2.
- 1.2.6. Contractor shall assess SVP's CEC load forecast submittals used to generate the biennial Integrated Energy Policy Report (IEPR). Contractor completed these Services prior to the effective date of Amendment No. 2.
- 1.2.7. Contractor shall assess the impact of increased future distributed generation and load (i.e. solar, battery storage, electric vehicles) and provide recommendations regarding the most optimal integration with the distribution system and possible use of distributed generation by SVP to improve system efficiency and reliability. Contractor completed these Services prior to the effective date of Amendment No. 2.
- 1.2.8. Contractor shall assess the condition of the existing electric system and recommend maintenance and capital replacements as required. The assessment should also consider the future impact of aging infrastructure. Contractor completed these Services prior to the effective date of Amendment No. 2.
- 1.2.9. Contractor shall review current system, substation, and feeder load projections for reasonableness and use the results to determine the ultimate system, substation, and feeder plan. Contractor shall assess the potential problems if actual loads differ significantly from projected loads. Contractor completed these Services prior to the effective date of Amendment No. 2.
- 1.2.10. Contractor shall assess system reliability and provide cost/benefit analysis and estimated levels of improvement for recommendations on ways to maintain or improve it. Contractor completed these Services prior to the effective date of Amendment No. 2.
- 1.2.11. Contractor shall assess system losses and provide cost/benefit

analysis for recommendations on ways to reduce system losses.

- 1.2.12. Contractor shall assess the future reactive power requirements/need for power factor improvement to the electric substation, distribution, 230kV/115kV/60 kV transmission systems and include a benefit/cost analysis of feeder capacitors versus substation capacitors. Contractor completed these Services prior to the effective date of Amendment No. 2.
- 1.2.13. Contractor shall prepare a report on each of the standards and guidelines listed below including (1) an assessment of the adequacy of the standards and guidelines, (2) note any deficiencies, (3) recommend changes that can be immediately incorporated into guidelines and standards, and (4) if deemed necessary, a recommended plan to bring each guideline or standard up to relevant industry standards and current practices, including mitigation of arc-flash hazards. Additionally, Contractor shall address the absence of any standards and guidelines that a utility the size of SVP should have and provide recommendations made on how to best produce those standards and guidelines.
 - 1.2.13.1. Existing system planning criteria, including conductor and equipment rating, loading, short circuit studies, capacity determination for substations, transmission lines, distribution lines, and service facilities.
 - 1.2.13.2. Engineering design guidelines for substations, transmission lines, distribution lines, and service facilities.
 - 1.2.13.3. Conductor and equipment loading capacities (under both normal full load and Emergency conditions) for substations, transmission lines, distribution lines and service facilities.
 - 1.2.13.4. Material and equipment standards and specifications.
 - 1.2.13.5. Economic evaluation criteria and methods for determination of return on investment.
- 1.2.14. Contractor shall identify the opportunities to utilize the enabling technology resulting from SVP's Advanced Metering Infrastructure (AMI) and Smart Grid deployment and recommend the most effective methods to utilize and capture value from the proposed Smart Grid initiatives over the next five and twenty-year planning periods.
- 1.2.15. Contractor shall assess and make recommendations for improvements to SVP's current emergency response plans,

system restoration capabilities, energy control center and back-up control center facilities, emergency material stockpiling, and feeder back-up capacity.

- 1.2.16. Contractor shall review current engineering, operations and electric system Key Performance Indicators (KPIs) in use and make recommendations regarding the adequacy and validity of the KPI's. Contractor completed these Services prior to the effective date of Amendment No. 2.
- 1.2.17. Contractor shall assess the adequacy of existing vegetation management programs and standards and make recommendations for improvements.
- 1.2.18. Contractor shall perform associated engineering and consulting support.. Tasks shall include CAISO application support for BESS integration as well as KRS / SRS short circuit study. Contractor completed these Services prior to the effective date of Amendment No. 2.
- 1.2.19. Contractor shall perform review of Main Power Transformer Specifications through its subconsultant, Mr. Pierre Feghali, P.E.
- 1.2.20. Contractor shall support the TPP 23/24 Study including:
Contractor completed these Services prior to the effective date of Amendment No. 2.
 - 1.2.20.1 Load Flow Analysis
 - 1.2.20.2 Report Preparation
 - 1.2.20.3 Weekly Meetings
- 1.2.21. Contractor shall support the System Expansion Plan for TPP 24/25 Study including:
 - 1.2.21.1 Load Flow Analysis
 - 1.2.21.2 Report Preparation
 - 1.2.21.3 Weekly Meetings
- 1.2.22 Contractor shall draft Department of Energy (DOE) application for Smart Wires Project / Owner's Engineer and provide application support.
- 1.2.23 Contractor shall provide Geomagnetic Disturbance (GMD) Study support to PowerWorld. This includes interface with SVP Engineering personnel and PowerWorld technical staff throughout the duration of the GMD Study.
- 1.2.24 Contractor shall provide spatial analysis for load growth projections and EV/electrification impacts to load growth scenarios.
- 1.2.25 Contractor shall provide miscellaneous engineering services. This

incorporates study requests from SVP Engineering staff including development of a 2023 SVP Transmission Expansion Plan (STEP) Study which contains power flow analysis for evaluation of Alternating Current (AC) thermal and voltage levels with consideration of various load ramps and sensitivity cases.

- 1.2.31 Contractor shall provide Current Distribution Electromagnetic Fields Grounding and Soil Structure Analysis CDEGS & Ampacity analysis, thermal and electrical resistivity reports for the City Park ground study.
- 1.3. Deliverables are to be complete by the end of the contract term.
- 1.4. While performing services, Contractor shall conduct all necessary meetings and interviews, keep minutes and interview summaries as requested, and provide copies to SVP.
2. At the conclusion of the project, the Contractor shall provide electronic copies of all final reports, worksheets, system studies and data associated with this project to SVP in (but not limited to) .pdf, .docx, .xlsx, .xml, .dwf, .dwg, .sav formats as applicable and that are not proprietary in nature. If work is complete in PowerWorld, Contractor to ensure the deliverable is provided in proper and functional GE PSLF format.
3. E-BUILDER
 - 3.1. When required by City, Contractor shall use utilize e-Builder for submission of data and documents throughout the term of this agreement.
 - 3.2. 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.
 - 3.3. 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.
 - 3.4. 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.
 - 3.5. 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.

- 3.6. 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.
- 3.7. Contractor is responsible for managing, tracking, and documenting the Services to comply with the requirements of this Agreement. The City's acceptance via automated system notifications or audit logs extends only to the face value of the submitted documentation and does not constitute a validation of the Contractor's submitted information.
- 3.8. 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.
- 3.9. 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:
 - 3.9.1. Correspondence
 - 3.9.2. Meeting minutes
 - 3.9.3. 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.
 - 3.9.4. Requests for Information (RFI's)
 - 3.9.5. Submittals and shop drawings
 - 3.9.6. Change order requests and documentation, including record copies of change orders, proposals, and modifications.
 - 3.9.7. Pay applications
 - 3.9.8. "Official" correspondence (such as letters) including informal correspondence, such as email.
 - 3.9.9. Pre-Task Plans (PTPs)

- 3.9.10. Daily construction reports and other daily reports including Contractor Quality Control (CQC) Reports
- 3.9.11. All official reports, such as commissioning reports
- 3.9.12. Notices and claims
- 3.9.13. Operations and maintenance manuals
- 3.9.14. All close-out documents, and
- 3.9.15. All testing results
- 3.10. 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.
- 3.11. 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.
- 4. SVP Responsibilities: To assist Contractor in performing the Services, SVP shall provide the following:
 - 4.1. Copies of all relevant existing standards, design guidelines, system planning guidelines, specifications and drawings required,
 - 4.2. Full access to any and all existing plans and records relevant to the performance of the contract.
 - 4.3. Access to the ESRI GIS database that includes electric infrastructure, land use, AMI system configuration, and related information.
 - 4.4. Available distribution system data for analysis such as distribution feeder reads, transmission line reads, and substation banks loading during the past peak load periods.
 - 4.5. Complete transmission system database in GE PSLF, DEW, and Aspen.
 - 4.6. Available system inspection and maintenance information.
 - 4.7. Past system evaluations and annual system reports.
 - 4.8. System load forecast and Capital Improvement Plans.
 - 4.9. Latest Integrated Resource Plan.
 - 4.10. Operating system data as available from SCADA (There presently is no SCADA data available on the distribution system beyond the substation boundary walls).
 - 4.11. Incremental generation and purchased power costs.
 - 4.12. Current electric rates and Rules and Regulations

AMENDMENT NO. 2
AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND ELECTRICAL CONSULTANTS, INC.
EXHIBIT B – COMPENSATION AND SCHEDULE OF FEES
AMENDED SEPTEMBER 1, 2023

1. Compensation and Cost Estimates:

- 1.1. This is a time and materials contract with a total not-to-exceed amount specified in Section 6 of the Agreement. The maximum compensation specified in Section 6 includes all services provided under this Agreement as Amended including those services provided in advance of this Amendment.
- 1.2. Cost Estimates: Detail tasks and cost are found in Exhibit B-1 COST ESTIMATE BY ACTIVITY.
 - 1.2.1. In the event that Contractor is requested to perform additional work not included in the scope of this Agreement or if a task exceeds the Budget outlined in Exhibit B-1, Contractor shall submit a proposal for such additional work or request for additional funds.
 - 1.2.2. If remaining contingency funds are available in the Agreement to complete the project quoted, Contractor may perform such additional work upon written City may issue a purchase order or change to purchase order to authorize such work.
 - 1.2.3. If insufficient contingency funds are available to complete proposed work, an Amendment to this Agreement shall be executed in advance of starting work. No products or services that will commit or authorize funds in excess of the contingency funds outlined in will be provided unless both Parties execute an Amendment to this Agreement.
- 1.3. Subject to written approval of the City, Contractor may transition costs between categories within each cost estimate but only to the extent that these transitions leave sufficient funding to complete the project identified in each Task.

2. Rates

- 2.1. Rates. Contractor shall invoice all Services at the rates listed in Exhibit B-2 attached and incorporated by reference .
- 2.2. Services performed prior to this Amendment shall be invoiced at the rates in place at the time of the service.

3. Reimbursable Expenses. Contractor may pass through costs set forth in Exhibit B-3. Expenses shall be reimbursable only to the extent that (1) Contractor submits sufficient documentation to City that the expenses were directly incurred in providing

the required Services, (2) Contractor demonstrates that such expenses aren't included in the hourly rate where applicable, (3) such expenses were approved in advance by City, (4) Contractor submits receipts, invoices, or other supporting documentation demonstrating that such reimbursable costs were incurred.

Reimbursable Expense Schedule	Mark Up
The cost of mailing, shipping and/or delivery of any documents or materials.	No Markup
The cost of photographing, printing, reproducing and/or copying any documents or materials.	No Markup
Charges for outside services (including subcontractor fees, equipment, materials, and facilities not furnished directly by Contractor).	Not to exceed 10%
Other reimbursable expenses with prior written approval from the City	No Markup
Allowable mileage will be charged at the prevailing IRS rate per mile.	No Markup
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

4. Invoicing and Payments

- 4.1. Contractor will invoice City on a monthly basis for Services provided by Contractor during the preceding month on an invoice and in a format approved by City and subject to verification and approval by City.
- 4.2. All monthly invoices shall include:
 - 4.2.1. PO number;
 - 4.2.2. Itemization of the authorized expenses incurred, if any, with a detail listing the cost and source of such expenses and when they were incurred in a format that will permit City to verify rates are the same as those authorized in the Agreement; and
 - 4.2.3. Amount paid to date and amount remaining in the Agreement and Purchase Order.
- 4.3. Recalculation. The City may recalculate and pay invoices based on the rates established in this Agreement.
- 4.4. Certified Payroll. When applicable, Contractor must submit all necessary certified payrolls through LCP Tracker in advance of its request for payment. These submittals shall comply with the requirements set forth in Exhibit D and are subject to verification by the City.
- 4.5. If there are no discrepancies or deficiencies in the submitted invoice and Contractor has submitted all Certified Payroll (where required), City shall process the invoice for payment within 30 days.

EXHIBIT B-1 TASKS ASSOCIATED NOT-TO-EXCEED AMOUNT
ECI COST ESTIMATE FOR SYSTEM EXPANSION PLAN ADDITIONAL TASKS

Tasks			Subconsultants		Mark Ups	ODCs	Original	Amendment 2	New Total
Task #	STATUS AT TIME OF AMENDMENT NO. 2 Percent Complete	TASK DESCRIPTION	VPF Transformer Consulting	Power World Corporation	[10%] Sub Mark Up	Other Direct Costs			Total Fee
1.2.1	100%	Provide a detailed 3-year development plan of SVP's electric system expansion					\$ 173,683		\$ 173,683
1.2.2	10%	Provide the basis for updating the Load Development Fee					\$ 17,893		\$ 17,893
1.2.3	50%	Provide a high level 20-year development plan of SVP's electric system expansion					\$ 121,773		\$ 121,773
1.2.4	100%	Determine the ultimate need, capacity, configuration, and method of service, for proposed new substations					\$ 28,839		\$ 28,839
1.2.5	100%	Assess SVP's submission to the CAISO's Transmission Planning Process (TPP)					\$ 25,405		\$ 25,405
1.2.6	100%	Assess SVP's CEC load forecast submittals					\$ 17,029		\$ 17,029
1.2.7	100%	Assess the impact of increased future distributed generation and load					\$ 30,965		\$ 30,965
1.2.8	100%	Assess the condition of the electric system and recommend maintenance and capital replacements					\$ 26,981		\$ 26,981
1.2.9	100%	Review current system, substation, and feeder load projections for reasonableness					\$ 18,385		\$ 18,385
1.2.10	100%	Assess system reliability and provide cost/benefit analysis					\$ 18,413		\$ 18,413
1.2.11	15%	Assess system losses and provide cost/benefit analysis					\$ 11,581		\$ 11,581
1.2.12	100%	Assess the future reactive power requirements/need for power factor improvement					\$ 17,309		\$ 17,309
1.2.13	50%	A report on each of the standards and guidelines listed and include an assessment of their adequacy					\$ 79,439		\$ 79,439
1.2.14	30%	Identify the opportunities to utilize the enabling technology resulting from SVP's AMI deployment					\$ 28,217		\$ 28,217
1.2.15	10%	Assess the current emergency response plans, system restoration capabilities, energy control center					\$ 59,613		\$ 59,613
1.2.16	100%	Review current engineering, operations and electric system key performance indicators					\$ 22,053		\$ 22,053
1.2.17	0%	Assess the adequacy of existing vegetation management programs and standards					\$ 12,509		\$ 12,509
1.2.18	100%	Associated Engineering Services					\$ 95,913		\$ 95,913
TASK 019 Transformer Specification Review									
1.2.19	50%	NRS/KRS/SRS Transformer Specification Review by SubConsultant, Mr. Pierre Feghali, PE	\$ 28,000		\$ 2,800			\$ 30,800	\$ 30,800
TASK 020 TPP 23/24 Study									
1.2.20.1	100%	Load Flow analysis						\$ 64,575	
1.2.20.2	100%	Report Preparation						\$ 23,260	
1.2.20.3	100%	Weekly Meetings						\$ 22,170	
									\$ 110,005
TASK 021 TPP 24/25 Study									
1.2.21.1	50%	Load Flow analysis						\$ 64,575	
1.2.21.2	0%	Report Preparation						\$ 23,260	
1.2.21.3	50%	Weekly Meetings						\$ 22,170	
									\$ 110,005
TASK 022 DOE Smart Wires									
1.2.22	30%	Technical and PM Support for DOE Application and subsequent follow up						\$ 39,996	\$ 39,996
TASK 023 GMD PowerWorld Support									
1.2.23	0%	Evaluate Potential Impact of Geomagnetic Disturbances on SVP Power System		\$ 28,000	\$ 2,800			\$ 30,800	
1.2.23	0%	Modeling support to PowerWorld Corporation						\$ 42,012	
									\$ 72,812
TASK 024 Load Growth Scenarios									
1.2.24	0%	Load Flow analysis for various load growth sensitivities						\$ 139,988	\$ 139,988
TASK 025 2023 Miscellaneous Engineering Services									
1.2.25	0%	Engineering Support for remaining Studies task items						\$ 118,821	\$ 118,821
1.2.25		Contingency						\$ 125	\$ 125
TASK SVP-031 City Place Grounding Study									
1.2.31	75%	CDEGS & Ampacity analysis, Thermal and Electrical Resistivity Reports					\$ 44,000	\$ 27,448	\$ 71,448
Total							\$ 850,000	\$ 650,000	1,500,000

TABLE B-2 HOURLY RATES

Category/Position	Hourly Rate Effective October 1, 2020 Through April 30, 2023	Hourly Rate Effective May 1, 2023
Engineering/Management		
Senior Project Manager II	\$251	\$248
Senior Project Manager I	\$208	\$210
Project Manager II	\$185	\$188
Project Manager I	\$165	\$169
Senior Engineer II	\$209	\$211
Senior Engineer I	\$178	\$181
Senior Project Supervisor	\$174	\$175
Project Supervisor	\$131	\$135
Project Engineer II	\$151	\$154
Project Engineer I	\$143	\$145
Associate Engineer II	\$147	\$149
Associate Engineer I	\$141	\$143
Design Engineer III	\$124	\$127
Design Engineer II	\$116	\$119
Design Engineer I	\$109	\$110
Senior Designer II	\$155	\$152
Senior Designer I	\$139	\$141
Designer III	\$121	\$124
Designer II	\$107	\$109
Designer I	\$90	\$92
Program Management/Support Staff		
Project Controls Coordinator	\$190	\$195
Project Controls Specialist III	\$148	\$149
Project Controls Specialist II	\$115	\$119
Project Controls Specialist I	\$98	\$101
Senior Drafter II	\$107	\$108
Senior Drafter I	\$103	\$106
Drafter III	\$93	\$95
Drafter II	\$90	\$92
Drafter I	\$79	\$82
Administrative Executive	\$122	\$122
Administrative Assistant	\$82	\$74
Survey/Real Estate		
Senior Surveyor	\$158	\$162

TABLE B-2 HOURLY RATES

Category/Position	Hourly Rate Effective October 1, 2020 Through April 30, 2023	Hourly Rate Effective May 1, 2023
Surveyor II	\$129	\$133
Surveyor I	\$110	\$109
Survey Technician II	\$90	\$92
Survey Technician I	\$70	\$69
Senior Real Estate Specialist	\$152	\$153
Real Estate Specialist II	\$132	\$130
Real Estate Specialist I	\$89	\$88
Construction/Field Testing		
Senior P&C Technician	\$209	\$211
P&C Technician	\$145	\$146
Construction Project Manager	\$206	\$201
Field Construction Manager	\$195	\$196
Technician III/Inspector III	\$144	\$145
Technician II/Inspector II	\$123	\$126
Technician I/Inspector I	\$81	\$84
Safety Specialist	\$143	\$145
Corporate Project Management/Technical Oversight		
Principal	\$263	\$252
Director/PhD	\$263	\$252

EXHIBIT B-3
PASS THROUGH COSTS

Type	Costs Effective Oct. 1, 2020 through April 30, 2023	Costs Effective May 1, 2023
Project Expenses:		
Airline & Charter Aircraft	Actual Cost	Actual Cost
Rental Vehicles	Actual Cost	Actual Cost
Standard & Four-Wheel Drive	Federal/Allowable Rate	Federal/Allowable Rate
All Terrain Vehicles	\$10/hour	\$10/hour
Meals	Actual Cost	Actual Cost
Lodging	Actual Cost	Actual Cost
Parking	Actual Cost	Actual Cost
Long Distance & Telephone Charges	Actual Cost	Actual Cost
CADD Software/Plotting:		
AutoCAD Drafting Equipment	\$8.00/hour	\$9.00/hour
Microstation Drafting Equipment	\$8.00/hour	\$9.00/hour
HP Design Ject Monochrome Plots	\$5.00 each	\$5.00 each
HP Design Jet Color Plots	\$10.00 each	\$10.00 each
LD3 Modeling	\$8.00/hour	\$8.00/hour
Airline & Charter Aircraft		
Prints and Copies:		
Arc Flash Labels	\$6.00 each	\$6.00 each
Large Format Copies		
C, D Size	\$2.35 each	\$2.35 each
E Size	\$2.60 each	\$2.60 each
F Size	\$2.75 each	\$2.75 each
Larger Sizes	\$.25/sq. ft.	\$.25/sq. ft.
Engineering Software:		
Radial Voltage Drop-SynerGEE & Milsoft	\$30.00/hour	\$30.00/hour
Load Flow/Stability (PSLF/PSSE)	\$40.00/hour	\$40.00/hour
ASPEN	\$30.00/hour	\$30.00/hour
STRUDL/Structural Software	\$40.00/hour	\$40.00/hour
GIS Mapping Software	\$ 8.00/hour	\$ 8.00/hour
Visual Analysis & STAAD Pro	\$20.00/hour	\$20.00/hour
CDEGS (Grounding)	\$50.00/hour	\$50.00/hour
SKM	\$25.00/hour	\$25.00/hour
TLCADD & PLS-CADD	\$10.00/hour	\$10.00/hour
CYMCAP	\$40.00/hour	\$40.00/hour

EXHIBIT B-3
PASS THROUGH COSTS

ETAP	\$20.00/hour	\$20.00/hour
PSCAD/EMT	\$40.00/hour	\$40.00/hour
PTI - Power System Analysis	\$40.00/hour	\$40.00/hour
T-Flash	\$40.00/hour	\$40.00/hour
Survey Equipment/Software:		
Cyclone Software	\$30.00/hour	\$30.00/hour
Terra Solid Laser Imaging	\$20.00/hour	\$20.00/hour
Theodolite, Total Station	\$11.00/hour	\$11.00/hour
Robotic Total Station	\$15.00/hour	\$15.00/hour
Survey Grade GPS, Base Station & Rovers	\$30.00/hour	\$30.00/hour
Staking Supplies	\$10.00/line-mile	\$10.00/line-mile
Testing Equipment:		
5 kV Megger	\$60.00/day \$200/week	\$60.00/day \$200/week
Phase Angle Meter	\$50/day, \$200/week	\$50/day, \$200/week
Automated CT Test Set	\$125/day, \$420/week	\$125/day, \$420/week
Transformer Turns Ratio Test Set	\$ 75/day, \$300/week	\$ 75/day, \$300/week
Earth Resistivity Test Set	\$100/day, \$400/week	\$100/day, \$400/week
Power Quality Analyzer	\$ 75/day, \$150/week	\$ 75/day, \$150/week
Hi_Potential Test Set	\$120/day, \$300/week	\$120/day, \$300/week
VLF AC Hi-Potential Test Set	\$500/day, \$2,000/week	\$500/day, \$2,000/week
Doble F6150 Relay Test Set	\$375/day, \$1,500/week	\$375/day, \$1,500/week
Doble M4000 Power Factor Test Set	\$500/day, \$2,000/week	\$500/day, \$2,000/week
Doble MS400 Seep Frequency	\$1,000/day	\$1,000/day
Dilo SF-6 Moisture Analyzer	\$150/day, \$600/week	\$150/day, \$600/week
Dilo SF-6 Breaker Analyzer	\$450/day	\$450/day
CT-7000 Breaker Motion Analyzer	\$125/day, \$350/week	\$125/day, \$350/week
Ductor Low Resistivity & High Current	\$75/day, \$300/week	\$75/day, \$300/week
FLIR Infrared Camera	\$500/day, \$2,000/week	\$500/day, \$2,000/week
CGPR (ground penetrating radar	\$1,000/day	\$1,000/day
HD 3-D Laser Scanner	\$600/day	\$600/day
Dranetz 800 Analyzer	\$500/day	\$500/day
Fluke 435 Meter	\$1,000/month	\$1,000/month
Other equipment (Load Banks, Meter Standards, etc.)	Job-Quote	Job-Quote

**AMENDMENT NO. 3
TO THE AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
ELECTRICAL CONSULTANTS, INC.**

PREAMBLE

This agreement ("Amendment No. 3") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Electrical Consultants, Inc. a Montana corporation, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties".

RECITALS

- A. The Parties previously entered into an agreement entitled "Agreement for Design Professional Services by and Between the City of Santa Clara, California, and Electrical Consultants, Inc." dated October 21, 2020 (Agreement) for the purpose of having Contractor provide review, inspection, and analysis necessary to prepare for a System Expansion Plan of the City's electric system; and
- B. The Agreement was previously amended by Amendment No. 1, dated December 16, 2021, and Amendment No. 2, dated October 12, 2023. The Agreement and all previous amendments are collectively referred to herein as the "Agreement as Amended"; and
- C. The Parties now wish to amend the Agreement as Amended to 3 to amend the Scope of Services, include a work authorization process, and update the hourly rates.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

- 1. Section 1 of the Agreement as Amended, entitled "Agreement Documents" is amended to read as follows:

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

Exhibit A – Scope of Services

Exhibit B – Compensation and Payment Provisions

Exhibit C – Insurance Requirements

Exhibit D – Digital Data Protocol

Exhibit E - Labor Compliance

Exhibit F – Sample Work Authorization Form

This Agreement as Amended, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control."

2. Section 6 of the Agreement as Amended, entitled "COMPENSATION AND PAYMENT" is amended to read as follows:

"In consideration for Contractor's complete performance of services, City shall pay Contractor for all materials provided and services rendered by Contractor in accordance with Exhibit B. The Maximum Compensation of this Agreement is three million dollars (\$3,000,000), subject to budget appropriations, which includes all payments for the services and expenses, supplies, materials and equipment required to perform the services. All services performed or materials provided in excess of the Maximum Compensation shall be at Contractor's expense. City does not guarantee any minimum compensation under this Agreement. Contractor shall not be entitled to any payment above the Maximum Compensation under any circumstance."

3. Exhibit A to the Agreement as Amended is hereby deleted and replaced with the attached Exhibit A – Scope of Services – Amended March 15, 2025, which is hereby attached and incorporated into the Agreement as Amended.
4. Exhibit B to the Agreement as Amended is hereby deleted and replaced with the attached Exhibit B – Compensation and Payment Provisions – Amended March 15, 2025, which is hereby attached and incorporated into the Agreement as Amended.
5. Exhibit F, entitled Sample Work Authorization Form, is added to the Agreement, which is attached hereto and incorporated into the Agreement as Amended.
6. Except as set forth herein, all other terms and conditions of the Agreement as Amended shall remain in full force and effect. In case of a conflict in the terms of the Agreement as Amended and this Amendment No. 3, the provisions of this Amendment No. 3 shall control.

The effective date of this Amendment No. 3 is the date of City's execution of this amendment.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 3 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:

Approved as to Form:

Dated: 6/25/2025 | 4:38 PM PDT

Signed by:

Daniel Ballin

ABC722A8FC81448...
GLEN R. GOOGINS
City Attorney

Signed by:

Jovan D. Grogan

5EAD68DED5C343A...
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"

ELECTRICAL CONSULTANTS, INC.
a Montana corporation

Dated: 6/23/2025 | 4:56 PM PDT

Signed by:

David R. Maehl

By (Signature):

32512D7E33F6475...
Name: DAVID R. MAEHL

Title: Vice President Power Supply

Principal Place of Business Address: 3251 Gabel Road
Billings, MT 59102

Email Address: dave.maehl@eciusa.com

Telephone: (406) 259-1164

"CONTRACTOR"

EXHIBIT A
SCOPE OF SERVICES -
AMENDED MARCH 15, 2025

The services ("Services") to be performed for the City by the Contractor under this Agreement are set forth below.

SECTION 1. SERVICES TO BE PERFORMED / INITIAL TASKS

- 1.1. Contractor shall perform all the review, inspection, and analysis necessary to prepare a System Expansion Plan for Silicon Valley Power's (SVP) electric system. The plan shall provide an assessment of the current electric system and a complete plan for its future development.
- 1.2. The System Expansion Plan shall include the following items:
 - 1.2.1. Contractor shall provide a detailed 3-year development plan of SVP's electric system expansion to meet the significant new load being connected to SVP's system. The focus will be on building multiple capital improvement projects in parallel to meet the 3-year short term capacity need while maintaining electric system reliability. Working with SVP, Contractor will prioritize the projects and provide a strategy, schedule, and estimated cost for their completion. All projects in the detailed 3-year plan are to include preliminary engineering (30% plans - constructability reviewed and sequencing with remaining projects) and specify any permitting requirements, land requirements, and construction scope. Contractor will provide guidance on establishing proper maintenance of proposed new assets and technology. **(As of the Effective Date of this Amendment No. 3, Complete)**
 - 1.2.2. Constructor shall provide the basis for updating the Load Development Fee per the final System Expansion Plan. The Load Development Fee is established to recover costs incurred by the City in modifying its electrical infrastructure to support load growth spurred by new development. **(As of the Effective Date of this Amendment No. 3, Incomplete)**
 - 1.2.3. Working with SVP, Contractor will recommend the ultimate need, capacity, configuration, and method of service, for proposed new substations and the future disposition of each existing substation considering the current property size, age and condition of the equipment, estimated remaining life, and number of feeders. **(As of the Effective Date of this Amendment No. 3, Complete)**
 - 1.2.4. Contractor shall assess SVP's submission to the California Independent System Operator's (CAISO) Transmission Planning Process (TPP) to

ensure that PG&E Bulk Electric System (BES) projects have been identified and are on schedule to meet SVP's load growth. In addition, Contractor shall assess SVP's Transmission Planning process to meet CAISO, Western Electricity Coordinating Council (WECC), and TPL-001-5. **(As of the Effective Date of this Amendment No. 3, Complete)**

- 1.2.5. Contractor shall assess SVP's CEC load forecast submittals used to generate the biennial Integrated Energy Policy Report (IEPR). **(As of the Effective Date of this Amendment No. 3, Complete)**
- 1.2.6. Contractor shall assess the impact of increased future distributed generation and load (i.e. solar, battery storage, electric vehicles) and provide recommendations regarding the most optimal integration with the distribution system and possible use of distributed generation by SVP to improve system efficiency and reliability. **(As of the Effective Date of this Amendment No. 3, Complete)**
- 1.2.7. Contractor shall assess the condition of the existing electric system and recommend maintenance and capital replacements as required. The assessment should also consider the future impact of aging infrastructure. **(As of the Effective Date of this Amendment No. 3, Complete)**
- 1.2.8. Contractor shall review current system, substation, and feeder load projections for reasonableness and use the results to determine the ultimate system, substation, and feeder plan. Contractor shall assess the potential problems if actual loads differ significantly from projected loads. **(As of the Effective Date of this Amendment No. 3, Complete)**
- 1.2.9. Contractor shall assess system reliability and provide cost/benefit analysis and estimated levels of improvement for recommendations on ways to maintain or improve it. **(As of the Effective Date of this Amendment No. 3, Complete)**
- 1.2.10. Contractor shall assess system losses and provide cost/benefit analysis for recommendations on ways to reduce system losses. **(As of the Effective Date of this Amendment No. 3, Incomplete)**.
- 1.2.11. Contractor shall assess the future reactive power requirements/need for power factor improvement to the electric substation, distribution, 230kV/115kV/60 kV transmission systems and include a benefit/cost analysis of feeder capacitors versus substation capacitors. **(As of the Effective Date of this Amendment No. 3, Complete)**
- 1.2.12. Contractor shall prepare a report on each of the standards and guidelines listed below. The report shall (1) include an assessment of the adequacy of the standards and guidelines, (2) note any deficiencies, (3) recommend changes that can be immediately incorporated into

guidelines and standards, and (4) if deemed necessary, include a recommended plan to bring each guideline or standard up to relevant industry standards and current practices, including mitigation of arc-flash hazards. Additionally, Contractor shall address the absence of any standards and guidelines that a utility the size of SVP should have and provide recommendations made on how to best produce those standards and guidelines. **(As of the Effective Date of this Amendment No. 3, Incomplete)**

1.2.12.1. Existing system planning criteria, including conductor and equipment rating, loading, short circuit studies, capacity determination for substations, transmission lines, distribution lines, and service facilities.

1.2.12.2. Engineering design guidelines for substations, transmission lines, distribution lines, and service facilities.

1.2.12.3. Conductor and equipment loading capacities (under both normal full load and Emergency conditions) for substations, transmission lines, distribution lines and service facilities.

1.2.12.4. Material and equipment standards and specifications.

1.2.12.5. Economic evaluation criteria and methods for determination of return on investment.

1.2.13. Contractor shall identify the opportunities to utilize the enabling technology resulting from SVP's Advanced Metering Infrastructure (AMI) and Smart Grid deployment and recommend the most effective methods to utilize and capture value from the proposed Smart Grid initiatives over the next five and twenty-year planning periods. **(As of the Effective Date of this Amendment No. 3, Incomplete)**

1.2.14. Contractor shall assess and make recommendations for improvements to SVP's current emergency response plans, system restoration capabilities, energy control center and back-up control center facilities, emergency material stockpiling, and feeder back-up capacity. **(As of the Effective Date of this Amendment No. 3, Incomplete)**

1.2.15. Contractor shall review current engineering, operations and electric system Key Performance Indicators (KPIs) in use and make recommendations regarding the adequacy and validity of the KPI's. **(As of the Effective Date of this Amendment No. 3, Complete)**

1.2.16. Contractor shall assess the adequacy of existing vegetation management programs and standards and make recommendations for improvements. **(As of the Effective Date of this Amendment No. 3, Incomplete)**

- 1.2.17. Contractor shall perform associated engineering Services which includes miscellaneous general consulting engineering tasks completed in 2021 and 2022. Some of these specific tasks include CAISO application support for BESS integration as well as KRS / SRS short circuit study. **(As of the Effective Date of this Amendment No. 3, Complete)**
- 1.2.18. Contractor shall perform review of Main Power Transformer Specifications. This is to be completed by a subconsultant. **(As of the Effective Date of this Amendment No. 3, Incomplete)**
- 1.2.19. Contractor shall support the TPP 23/24 Study including: **(As of the Effective Date of this Amendment No. 3, Complete)**
 - 1.2.19.1 Load Flow Analysis
 - 1.2.19.2 Report Preparation
 - 1.2.19.3 Weekly Meetings
- 1.2.20. Contractor shall support the System Expansion Plan for TPP 24/25 Study including: **(As of the Effective Date of this Amendment No. 3, Incomplete)**
 - 1.2.20.1 Load Flow Analysis
 - 1.2.20.2 Report Preparation
 - 1.2.20.3 Weekly Meetings
- 1.2.21. Contractor shall provide Department of Energy (DOE) application for Smart Wires Project / Owner's Engineer and application support. **(As of the Effective Date of this Amendment No. 3, Incomplete)**
- 1.2.22. Contractor shall provide Geomagnetic Disturbance (GMD) Study support to PowerWorld. This includes interface with SVP Engineering personnel and PowerWorld technical staff throughout the duration of the GMD Study. **(As of the Effective Date of this Amendment No. 3, Incomplete)**
- 1.2.23. Contractor shall provide spatial analysis for load growth projections and EV/electrification impacts to load growth scenarios. **(As of the Effective Date of this Amendment No. 3, Incomplete)**
- 1.2.24. Contractor shall provide miscellaneous engineering Services. This incorporates study requests from SVP Engineering staff including development of a 2023 SVP Transmission Expansion Plan (STEP) Study which contains power flow analysis for evaluation of Alternating Current (AC) thermal and voltage levels with consideration of various load ramps and sensitivity cases. **(As of the Effective Date of this Amendment No. 3, Incomplete)**
- 1.2.25. 2nd SSS/NRS studies/BES TPP Dynamic Device Analysis/Cost

Estimates/Contingency/Sensitivities. (As of the Effective Date of this Amendment No. 3, Complete)

1.2.26 Contractor shall provide Current Distribution Electromagnetic Fields Grounding and Soil Structure Analysis CDEGS & Ampacity analysis, thermal and electrical resistivity reports for the City Park ground study.
(As of the Effective Date of this Amendment No. 3, Incomplete)

- 1.3.** While performing Services, Contractor shall conduct all necessary meetings and interviews, keep minutes and interview summaries as requested, and provide copies to SVP.
- 1.4.** At the conclusion of the project, the Contractor shall provide electronic copies of all final reports, worksheets, system studies and data associated with this project to SVP in (but not limited to) .pdf, .docx, .xlsx, .xml, dwf, .dwg, .sav formats as applicable and that are not proprietary in nature. If work is complete in PowerWorld, Contractor to ensure the deliverable is provided in proper and functional GE PSLF format.

SECTION 2. INCOMPLETE OR ADDITIONAL TASKS

- 2.1** Incomplete Services. As of the Effective Date of this Amendment No. 3, the Parties agree that Contractor has completed the tasks specified above as ("Complete"). If services have not been completed as set forth in Section 1 above, any continuation of those Services shall be authorized in substantially the same manner as Additional Services.
- 2.2** In the event that Contractor is requested by the City to perform additional services ("Additional Services"), Contractor shall submit a quote or proposal (Proposal) based on either hourly rates or at a fixed price. Contractor shall include the following in their proposal:
- 2.2.1** Detail of the Additional Services to be provided including work plan that includes a detailed description by task of the specific Additional Services to be performed.
- 2.2.2** A project timeline/schedule and activities with discussion of any activities that may impact the project timeline/schedule.
- 2.2.3** The names, titles, and assignments of each of Contractor's professional employees who will be principally responsible for performing the Services.
- 2.2.4** Where applicable, the names of any subconsultants or subcontractors that Contractor proposes to use and the portion of services that the subconsultant or subcontractor will perform. Where required, Contractor will provide subcontractor Department of Industrial Relations (DIR) number.

- 2.2.5** Any required drawings or documents.
- 2.2.6** A list of City responsibilities.
- 2.2.7** Where applicable, a final acceptance criteria.
- 2.2.8** Itemized cost including the following:
 - 2.2.8.1** Hours and hourly rates by position as listed in Exhibit B. Indicate labor subject to prevailing wage requirements.
 - 2.2.8.2** Subconsultant or Subcontractor scope of services or quote including hours and hourly rates. Indicate labor subject to prevailing wage requirements.
 - 2.2.8.3** Parts and materials
 - 2.2.8.4** Rental and/or specialty equipment
 - 2.2.8.5** Reimbursable expenses, in accordance with the limitations set forth in Exhibit B
 - 2.2.8.6** Any additional costs such as, but not limited to freight, permits, and fees
 - 2.2.8.7** Breakdown of materials and labor sufficient to calculate all required taxes
 - 2.2.8.8** Estimated total cost including any required taxes
 - 2.2.8.9** All submitted pricing shall be in accordance with the rates authorized in Exhibit B of this Agreement. Contractor shall include sufficient information in their Proposal for the City to determine that rates are in accordance with the Agreement.
 - 2.2.8.10** Any costs such as for additional equipment, parts, services, or other expenses required for completion of services as detailed in the CFP and in Contractor's Proposal but not reflected in the Contractor's cost Proposal shall be the sole responsibility of the Contractor and shall not result in additional cost to the City.
- 2.2.9** Provided that the original cost Proposal includes all applicable items listed in Section 2.2.8, the City and Contractor may negotiate whether the cost for the Work Authorization or Purchase Order will be fixed price (lump sum) or based on specific rates of compensation (time-and-materials) for completion of the Services.

2.2.10 If a fixed fee or lump sum is authorized by the City, Contractor must include a payment schedule in their final Proposal. The final Proposal shall be in conformance with Exhibit B and:

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

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

2.2.10.3 Payment milestones shall be connected to deliverables and shall not include payment for labor subject to prevailing wage in advance of such labor taking place.

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

2.3 Authorization of Work:

2.3.1 If the City desires to proceed with such Additional Services and the cost of the Additional Services (when combined with the Services provided before this Amendment No. 3 and any previously authorized Additional Services) does not exceed the maximum compensation in Section 6 of the Agreement, the City shall approve such Additional Services as set forth in this Section.

2.3.2 For Proposals with a total cost exceeding \$50,000, City will provide approval by executing a Work Authorization in substantially the same format as Exhibit F ("Work Authorization") and issuing a Purchase Order. Each Work Authorization shall describe the Additional Services and deliverables the Contractor must provide, the time limit within which the Contractor must complete the Additional Services and deliverables, and the maximum compensation for the Work Authorization.

2.3.3 Each Work Authorization shall have a Purchase Order attached to it. A Purchase Order ("Purchase Order") is a document issued by the City of Santa Clara Finance Department which will reference the terms and conditions of this Agreement and serves as final approval for each Work Authorization.

2.3.4 For Proposals with a total cost less than \$50,000, a signed Work Authorization is not required. The City will issue a Purchase Order authorizing Services and the Purchase Order will serve in lieu of the Work Authorization. If Contractor begins the Services or fails to dispute a Purchase Order within three (3) business days, the Purchase Order will bind the Contractor.

2.4 Changes to Work Authorization:

2.4.1 Contractor shall promptly notify the City when a situation occurs that may result in a change to the total project cost or specific line items in a Work Authorization or Purchase Order. Contractor shall provide the reason for the change specific to each Work Authorization or Purchase Order. Contractor shall submit an updated Proposal to the City for review and approval by the City in advance of performing any additional services.

2.4.2 If the change to the Work Authorization or Purchase Order is approved, the City will issue a new or amended Work Authorization (if required pursuant to Section 2.3.2) and/or Purchase Order (as applicable) to authorize such additional services.

2.4.3 If Contractor requires changes to a fixed price Work Authorization or Purchase Order, 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. For a change request that is required because the City has requested additional work that is within the scope of a Work Authorization or Purchase Order but was not included in the Proposal when the Work Authorization or Purchase Order was issued, the written justification shall include the specific change in scope of work that has been requested by the City including the changed work schedule and associated costs.

2.4.3.1 If the City requires additional work after the applicable Work Authorization or Purchase Order has been issued, the Contractor shall, at City's request, provide an updated Proposal including a revised work schedule and associated costs with the same details as Section 2.2. If approved, the City will issue a new or amended Work Authorization (if required pursuant to Section 2.3.2) or Purchase Order (as applicable) to authorize such additional services.

2.4.3.2 Contractor shall only be entitled to submit a change request for unanticipated site conditions to the extent that such conditions could not have been discovered by a competent visual inspection of the site and are of unusual nature and differ materially from those ordinarily encountered and generally recognized as inherent to work of the character provided for in the Work Authorization or Purchase Order.

2.4.3.3 Contractor shall not be entitled to additional compensation for issues such as errors in calculation of original pricing, changes

in staff, or other changes that are not directly related to changes requested by City.

- 2.4.4** Contractor shall, at City's request, provide an updated Proposal including a revised work schedule and associated costs with the same details as Section 2.2.

2.5 Immediate Need / Interim Work Orders

- 2.5.1** The City may authorize interim work orders in accordance with this Section, in the following circumstances:

- 2.5.1.1** Issues are identified during the performance of a Work Authorization or Purchase Order that can be most efficiently and economically resolved while on site; provided those services are related to those contained in the approved Work Authorization or Purchase Order.

- 2.5.1.2** In the event work is required to maintain a critical SVP function or project schedule.

- 2.5.2** Interim 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. Verbal authorizations will be confirmed by the City in writing within three (3) business days or such additional time as City may require.

- 2.5.3** Within five (5) business days of receipt of written authorization for the interim work order, Contractor shall provide an updated Proposal to City. The Proposal shall be detailed in accordance with this Section 2 and shall also include all services required including those services already completed or initiated.

- 2.5.4** If the City approves the Proposal, the City will issue a Work Authorization and/or a Purchase Order as soon as reasonably practicable.

- 2.6** 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.

- 2.7** A Work Authorization must be consistent with – and cannot alter - the terms and conditions of this Agreement. The terms and conditions of this Agreement shall prevail over any and all terms and conditions contained in a Proposal, Work Authorization, or Purchase Order even if the Proposal, Work Authorization, or Purchase Order expressly states that it is intended to control. Any conflicting terms and conditions in a Proposal, Work Authorization, or Purchase Order are invalid and unenforceable. The order of precedence is as follows: (1) Agreement

and any exhibits or amendments thereto, (2) Work Authorization, (3) Purchase Order, and (4) Proposal.

- 2.8 Each Work Authorization and Purchase Order including those authorizations issued pursuant to Section 2.5 shall be incorporated into the Agreement by reference and subject to its terms and conditions and the Additional Services contained therein shall be included within the Services.
- 2.9 The City (through the individuals listed in Section 2.6 or, in the case of Purchase Orders, the Finance Department) may terminate a Work Authorization or Purchase 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.
- 2.10 Proposals, pricing, quotes and invoices are not confidential and will not be treated as confidential even if marked confidential when submitted.
- 2.11 **Except where the circumstances in Section 2.5 apply, Contractor shall not initiate the Additional Services and the City will not compensate the Contractor until the City has (1) executed the Work Authorization for such Additional Services, when applicable, (2) issued a Purchase Order, and (3) directed Contractor to perform the Additional Services.**

SECTION 3. E-BUILDER

- 3.1 Use of e-Builder. When required by City, Contractor shall use e-Builder for submission of data and documents to City throughout the Term. 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.
- 3.2 Access to e-Builder. 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 with the e-Builder User Training Guide. The City reserves the right to limit the licenses issued to Contractor at any time.
- 3.3 E-builder Training. Contractor is required to obtain all necessary training to use the e-builder software. Contractor must participate in at least one classroom training or a web-based seminar as determined by City.
- 3.4 Connectivity to e-Builder. 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 Contractor's use 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 Contractor's use of e-Builder be grounds for a time extension or cost adjustment to a Work Authorization.

- 3.5** Acceptance of Information. 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. Contractor is responsible for managing, tracking, and documenting the Services as provided in each Work Authorization and to comply with the requirements of this Agreement. The City's acceptance of documentation in e-builder via automated system notifications or audit logs extends only to the face value of the submitted documentation and does not constitute validation of the Contractor's submitted information.
- 3.6** Format of Project Documents. In addition to submittal of documents through e-Builder, at the City's sole discretion, the City may require Contractor to submit documents in hard copy format, or both electronic and hard copy format.
- 3.7** Project Communication. While regular email may still be used for communication, when requested by City, e-Builder shall be used as much as possible in connection with all document and information management required in the performance of Work Authorizations where City has directed the use of e-Builder. Contractor shall be responsible for scanning or otherwise converting to electronic format all submittals, correspondence, drawings, sketches, payment requests, change orders, reports, and other documents associated with a Work Authorization, and uploading them to the e-Builder website. Contractor shall be responsible for the validity of its information placed in e-Builder. Contractor shall use the existing forms and processes in e-Builder to the maximum extent possible. If a required form does not exist in e-Builder, Contractor may include a form of its own or one provided by the City (if available) as an attachment to a submittal or process.
- 3.8** 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 e-Builder for the duration of the Agreement. Such data shall be available to City, and authorities with the jurisdiction (including funding agencies or representatives) on demand.
- 3.9** Should the City replace e-Builder with a different project management tool, Contractor, and subcontractors shall be required to use the new project management tool selected by the City.

SECTION 4. SVP RESPONSIBILITIES

3.1 To assist Contractor in performing the Services, SVP shall provide:

- 4.1.1** Copies of all relevant existing standards, design guidelines, system planning guidelines, specifications and drawings required
- 4.1.2** Full access to any and all existing plans and records relevant to the performance of the contract
- 4.1.3** Access to the ESRI GIS database that includes electric infrastructure, land use, AMI system configuration, and related information
- 4.1.4** Available distribution system data for analysis such as distribution feeder reads, transmission line reads, and substation banks loading during the past peak load periods
- 4.1.5** Complete transmission system database in GE PSLF, DEW, and Aspen
- 4.1.6** Available system inspection and maintenance information
- 4.1.7** Past system evaluations and annual system reports
- 4.1.8** System load forecast and Capital Improvement Plans
- 4.1.9** Latest Integrated Resource Plan
- 4.1.10** Operating system data as available from SCADA (There presently is no SCADA data available on the distribution system beyond the substation boundary walls)
- 4.1.11** Incremental generation and purchased power costs
- 4.1.12** Current electric rates and Rules and Regulations

EXHIBIT B

FEE SCHEDULE AND PAYMENT PROVISIONS

SECTION 1. MAXIMUM COMPENSATION

- 1.1** The maximum compensation payable to Contractor during the Term shall not exceed the amount in Section 6 of this Agreement and includes all Services provided under this Agreement including those Services provided in advance of this Amendment.
- 1.2** Cost Estimates: Detailed tasks and costs are found in Appendix B-1 Cost Estimate by Activity
- 1.3** Subject to written approval of the City, Contractor may transition costs between categories within each cost estimate but only to the extent that these transitions leave sufficient funding to complete the project identified in each task.
- 1.4** The City does not guarantee a minimum compensation under this Agreement.

SECTION 2. RATES

- 2.1** Contractor shall submit Proposals and invoice all Services at the rates listed in Appendix B2 (RATES) attached and incorporated by reference.
- 2.2** Rates listed in Appendix B2 are fully burdened.
- 2.3** Rate Changes.
 - 2.3.1** Rate Increase. After the first two years of the Agreement, Rate increases 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.
 - 2.3.2** Rate Changes. Rate changes other than rate increases such as, but not limited to, addition of labor classifications shall be negotiated and authorized pursuant to this section in advance of performing Services for which rates are applicable.
 - 2.3.3** All rate adjustments must be approved by the City through an amendment to this Agreement. References to alternate rates in quotes or Proposals that have not been separately authorized pursuant to this section are not approved.
- 2.4** Reimbursable Expenses. Any and all reimbursable expenses, as set forth in Appendix B-2, related to each Work Authorization or Purchase Order shall be described in Contractor's Proposal as set forth in Section 2 of Exhibit B and

accounted for in the total cost for each Proposal, Work Authorization, and Purchase Order. Expenses shall be reimbursable only to the extent that (1) Contractor submits sufficient documentation to City that the expenses were directly incurred in providing the required Services, (2) Contractor demonstrates that such expenses aren't included in the hourly rate where applicable, (3) such expenses were approved in advance pursuant to Section 2 of Exhibit B, (4) Contractor submits receipts, invoices, or other supporting documentation demonstrating that such reimbursable costs were incurred, and (5) any Mark Up conforms with the Reimbursable Expense Schedule below.

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
3.	Charges for outside parts, materials, equipment, and services (including subcontractor fees, equipment, rental equipment, materials, and facilities not furnished directly by Contractor).	Not to exceed 10%
4.	Contractor may charge allowable mileage at the prevailing IRS rate per mile. Mileage is not applicable to rental cars. Rental cars are reimbursed at actual fuel cost only.	No Markup
5.	Unless approved in writing (e-mail acceptable) in advance, reimbursement to Contractor (and any subcontractors) for meals, lodging, and related per diem will 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
6.	Other reimbursable expenses with prior written approval from the City.	No Markup

SECTION 3. PAYMENT PROVISIONS

3.1 Time and Materials. For Services authorized to be paid on a time and materials basis, Contractor shall provide an invoice to the City on a monthly basis for Services completed in the preceding month. The invoice must include the following information:

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

- 3.1.2 Current amount due with a time and materials breakdown: titles, hours, hourly rates, and any City approved reimbursable expenses itemized with supporting documentation.
 - 3.1.3 Each invoice shall provide sufficient detail for City to verify (a) that the charges are in accordance with the Work Authorization, (b) that rates listed in Appendix B2 are charged, and (c) where applicable, hours worked can be matched to certified payroll submittals.
- 3.2 Fixed Price. For Services authorized to be paid on a fixed price basis, Contractor shall provide an invoice to the City in accordance with the Work Authorization and based on either (a) the percentage of Services completed during the previous month or (b) a lump sum amount upon the completion of deliverable(s), as specified in the Work Authorization and subject to the following:
 - 3.2.1 Invoices must include the following information:
 - 3.2.1.1 Invoice Number, Purchase Order Number, and Invoice Period.
 - 3.2.1.2 Detailed information on the Services performed on each deliverable or task completed on each project, as applicable.
 - 3.2.2 Contractor shall not invoice labor costs subject to prevailing wages in advance of performing the applicable Services.
 - 3.2.3 With regard to milestone payments, Contractor shall invoice each milestone payment in full. Contractor shall not separate milestone payments into multiple invoices.
- 3.3 Pre-Payment. City shall not be required to pay a deposit or any other form of pre-payment prior to Contractor beginning the Services.
- 3.4 Payment Limited to Satisfactory Work. Contractor is not entitled to any payments until the City concludes that the Services and/or any furnished deliverables have been satisfactorily performed.
- 3.5 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 E and are subject to verification by the City.
- 3.6 Accurate Invoice. If the invoice submitted by Contractor is not accurate, the invoice will be returned to Contractor to correct and resubmit before payment can be processed.
- 3.7 Payment. If there are no discrepancies or deficiencies in the submitted invoice and Contractor has submitted all required certified payroll, City shall process the invoice for payment.

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

APPENDIX B2 TO EXHIBIT B RATES - AMENDED MARCH 15, 2025

1. RATES

- 1.1. Contractor shall charge, and the City shall pay for actual Services rendered and authorized according to the process outlined in Section 2 of Exhibit B. The rates applicable for the Services are listed below in Table B1 (Labor Rates) and Table B-2 (Pass Through Costs).

TABLE B-1 HOURLY RATES

Category/Position	Hourly Rates Sept. 1, 2021 through March 31, 2023	Hourly Rates April 1, 2023 through April 30, 2024	Hourly Rates Effective May 1, 2024 through December 31, 2024	Hourly Rates Effective January 1, 2025
Engineering/Management				
Senior Project Manager II	\$251	\$248	\$256	\$277
Senior Project Manager I	\$208	\$210	\$221	\$246
Project Manager II	\$185	\$188	\$198	\$218
Project Manager I	\$165	\$169	\$179	\$198
Environmental Project Manager II	-	-	\$174	\$202
Environmental Project Manager I	-	-	\$142	\$164
Senior Engineer II	\$209	\$211	\$222	\$248
Senior Engineer I	\$178	\$181	\$191	\$213
Senior Project Supervisor	\$174	\$175	\$184	\$204
Project Supervisor	\$131	\$135	\$142	\$158
Project Engineer II	\$151	\$154	\$162	\$180
Project Engineer I	\$143	\$145	\$153	\$171
Associate Engineer II	\$147	\$149	\$157	\$177
Associate Engineer I	\$141	\$143	\$151	\$167
Design Engineer III	\$124	\$127	\$134	\$149
Design Engineer II	\$116	\$119	\$125	\$138
Design Engineer I	\$109	\$110	\$116	\$130
Engineering Intern	-	-	\$87	\$93
Senior Designer II	\$155	\$152	\$161	\$177
Senior Designer I	\$139	\$141	\$149	\$166
Designer III	\$121	\$124	\$131	\$146
Designer II	\$107	\$109	\$115	\$127
Designer I	\$90	\$92	\$97	\$108
Program Management/Support Staff				
Project Controls Coordinator	\$190	\$195	\$205	\$226
Project Controls Specialist III	\$148	\$149	\$157	\$175
Project Controls Specialist II	\$115	\$119	\$125	\$137
Project Controls Specialist I	\$98	\$101	\$105	\$114

Category/Position	Hourly Rates Sept. 1, 2021 through March 31, 2023	Hourly Rates April 1, 2023 through April 30, 2024	Hourly Rates Effective May 1, 2024 through December 31, 2024	Hourly Rates Effective January 1, 2025
Senior Drafter II	\$107	\$108	\$114	\$126
Senior Drafter I	\$103	\$106	\$112	\$121
Drafter III	\$93	\$95	\$100	\$111
Drafter II	\$90	\$92	\$97	\$108
Drafter I	\$79	\$82	\$87	\$95
Administrative Executive	\$122	\$122	\$129	\$142
Administrative Assistant	\$82	\$74	\$75	\$82
Survey/Real Estate				
Senior Surveyor	\$158	\$162	\$171	\$190
Surveyor II	\$129	\$133	\$140	\$154
Surveyor I	\$110	\$109	\$114	\$129
Survey Technician II	\$90	\$92	\$98	\$109
Survey Technician I	\$70	\$69	\$72	\$81
Senior Real Estate Specialist	\$152	\$153	\$161	\$180
Real Estate Specialist II	\$132	\$130	\$137	\$152
Real Estate Specialist I	\$89	\$88	\$93	\$101
Construction/Field Testing				
Senior P&C Technician	\$209	\$211	\$216	\$237
P&C Technician	\$145	\$146	\$155	\$174
Construction Project Manager	\$206	\$201	\$212	\$237
Field Construction Manager	\$195	\$196	\$206	\$228
Technician III/Inspector III	\$144	\$145	\$153	\$169
Technician II/Inspector II	\$123	\$126	\$133	\$146
Technician I/Inspector I	\$81	\$84	\$89	\$97
Safety Specialist	\$143	\$145	\$153	\$172
Corporate Project Management/Technical Oversight				
Principal	\$263	\$252	\$260	\$284
Director/PhD	\$263	\$252	\$260	\$284

TABLE B-2 PASS THROUGH COSTS

Cost Type	Costs Effective Oct. 1, 2020 through April 30, 2023	Costs Effective May 1, 2023
Project Expenses:		
Airline & Charter Aircraft	Actual Cost	Actual Cost
Rental Vehicles	Actual Cost	Actual Cost
Standard & Four-Wheel Drive	Federal/Allowable Rate	Federal/Allowable Rate
All Terrain Vehicles	\$10/hour	\$10/hour

Cost Type	Costs Effective Oct. 1, 2020 through April 30, 2023	Costs Effective May 1, 2023
Meals	Actual Cost	Actual Cost
Lodging	Actual Cost	Actual Cost
Parking	Actual Cost	Actual Cost
Long Distance & Telephone Charges	Actual Cost	Actual Cost
CADD Software/Plotting:		
AutoCAD Drafting Equipment	\$8.00/hour	\$9.00/hour
Microstation Drafting Equipment	\$8.00/hour	\$9.00/hour
HP Design Jet Monochrome Plots	\$5.00 each	\$5.00 each
HP Design Jet Color Plots	\$10.00 each	\$10.00 each
LD3 Modeling	\$8.00/hour	\$8.00/hour
Airline & Charter Aircraft		
Prints and Copies:		
Arc Flash Labels	\$6.00 each	\$6.00 each
Large Format Copies		
C, D Size	\$2.35 each	\$2.35 each
E Size	\$2.60 each	\$2.60 each
F Size	\$2.75 each	\$2.75 each
Larger Sizes	\$.25/sq. ft.	\$.25/sq. ft.
Engineering Software:		
Radial Voltage Drop-SynerGEE & Milsoft	\$30.00/hour	\$30.00/hour
Load Flow/Stability (PSLF/PSSE)	\$40.00/hour	\$40.00/hour
ASPEN	\$30.00/hour	\$30.00/hour
STRUDL/Structural Software	\$40.00/hour	\$40.00/hour
GIS Mapping Software	\$ 8.00/hour	\$ 8.00/hour
Visual Analysis & STAAD Pro	\$20.00/hour	\$20.00/hour
CDEGS (Grounding)	\$50.00/hour	\$50.00/hour
SKM	\$25.00/hour	\$25.00/hour
TLCADD & PLS-CADD	\$10.00/hour	\$10.00/hour
CYMCAP	\$40.00/hour	\$40.00/hour
ETAP	\$20.00/hour	\$20.00/hour
PSCAD/EMT	\$40.00/hour	\$40.00/hour
PTI - Power System Analysis	\$40.00/hour	\$40.00/hour
T-Flash	\$40.00/hour	\$40.00/hour
Survey Equipment/Software:		
Cyclone Software	\$30.00/hour	\$30.00/hour
Terra Solid Laser Imaging	\$20.00/hour	\$20.00/hour

Type	Costs Effective Oct. 1, 2020 through April 30, 2023	Costs Effective May 1, 2023
Theodolite, Total Station	\$11.00/hour	\$11.00/hour
Robotic Total Station	\$15.00/hour	\$15.00/hour
Survey Grade GPS, Base Station & Rovers	\$30.00/hour	\$30.00/hour
Staking Supplies	\$10.00/line-mile	\$10.00/line-mile
Testing Equipment:		
5 kV Megger	\$60.00/day, \$200/week	\$60.00/day, \$200/week
Phase Angle Meter	\$50/day, \$200/week	\$50/day, \$200/week
Automated CT Test Set	\$125/day, \$420/week	\$125/day, \$420/week
Transformer Turns Ratio Test Set	\$ 75/day, \$300/week	\$ 75/day, \$300/week
Earth Resistivity Test Set	\$100/day, \$400/week	\$100/day, \$400/week
Power Quality Analyzer	\$ 75/day, \$150/week	\$ 75/day, \$150/week
Hi_Potential Test Set	\$120/day, \$300/week	\$120/day, \$300/week
VLF AC Hi-Potential Test Set	\$500/day, \$2,000/week	\$500/day, \$2,000/week
Doble F6150 Relay Test Set	\$375/day, \$1,500/week	\$375/day, \$1,500/week
Doble M4000 Power Factor Test Set	\$500/day, \$2,000/week	\$500/day, \$2,000/week
Doble MS400 Seep Frequency	\$1,000/day	\$1,000/day
Dilo SF-6 Moisture Analyzer	\$150/day, \$600/week	\$150/day, \$600/week
Dilo SF-6 Breaker Analyzer	\$450/day	\$450/day
CT-7000 Breaker Motion Analyzer	\$125/day, \$350/week	\$125/day, \$350/week
Ductor Low Resistivity & High Current	\$75/day, \$300/week	\$75/day, \$300/week
FLIR Infrared Camera	\$500/day, \$2,000/week	\$500/day, \$2,000/week
CGPR (ground penetrating radar)	\$1,000/day	\$1,000/day
HD 3-D Laser Scanner	\$600/day	\$600/day
Dranetz 800 Analyzer	\$500/day	\$500/day
Fluke 435 Meter	\$1,000/month	\$1,000/month
Other equipment (Load Banks, Meter Standards, etc.)	Job-Quote	Job-Quote

EXHIBIT F**SAMPLE WORK AUTHORIZATION FORM**

This work authorization ("Work Authorization") is made pursuant to the Agreement for Service between the City of Santa Clara and Electrical Consultants, Inc. ("Agreement"). This Work Authorization is governed by the provisions of the Agreement and is hereby incorporated into that Agreement by reference. All Services shall be using the terms and rates included in the Agreement. In the event of any inconsistency between the terms and conditions of the Work Authorization and the Agreement, the terms and conditions of the Agreement shall govern and control. **This Work Authorization is not valid until accompanied by a Purchase Order authorized by the City.**

PART A: GENERAL INFORMATION

WORK AUTHORIZATION NUMBER:		☐ Original ☐ First Revised ☐ Second Revised ☐ Other _____
Contract No.		
Contractor Name/Address:		
Expiration Date of Agreement:		
Contractor's Project Manager:	Name:	Email:
City's Project Manager	Name:	Email:
Period of Performance for this Work Authorization:	Start Date:	Expected Completion Date:
Maximum Compensation of Agreement:		
Previously Committed Funds:		
Available Funds		
Maximum Compensation for this Work Authorization		
Remaining Available Funds		
Sufficient funds are available in Fund #: (to be completed by City)		
Contractor Representative Name (Print)		
Contractor Representative Signature		
Contractor Representative Signature Date		
City Project Manager Name (Print)		
Authorized City Representative (Print)		
City Representative Signature		
City Representative Signature Date		
<i>* Authorized City Representatives include Electric Utility Assistant Director, Chief Electric Utility Operating Officer, Chief Electric Utility Officer</i>		

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 Additional Service(s) described below in accordance with all of the terms and conditions of the Agreement. (Insert a detailed Scope of Services below or attach as a separate file.) Scope of Services and cost proposal shall meet all of the provisions of Section 2 of Exhibit B.

3. COMPENSATION

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

b. **Reimbursable Expenses:**

☐ No expenses are reimbursable.

☐ Expenses are separately reimbursable in the maximum amount of:

c. **Payment Schedule:**

☐ Monthly ☐ Completion of Deliverable/Milestone ☐ Completion of Services

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

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

4. LIQUIDATED DAMAGES

☐ Liquidated Damages do not apply.

☐ Liquidated Damages apply as follows:

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

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

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

5. ACCEPTANCE CERTIFICATE

☐ Acceptance Certificate not required.

☐ Acceptance Certificate required

**AMENDMENT NO. 4
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
ELECTRICAL CONSULTANTS, INC.**

PREAMBLE

This agreement ("Amendment No. 4") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Electrical Consultants, Inc. a Montana corporation, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

- A. The Parties previously entered into an agreement entitled "Agreement for Design Professional Services by and Between the City of Santa Clara, California and Electric Consultants, Inc." dated October 21, 2020 (Agreement) for the purpose of having Contractor provide review, inspection, and analysis necessary to prepare for a System Expansion Plan of the City's electric system; and
- B. The Agreement was previously amended by Amendment No. 1, dated December 16, 2021, Amendment No. 2, dated October 12, 2023, Amendment No. 3 dated June 25, 2025, and is again amended by this Amendment No. 4. The Agreement and all previous amendments are collectively referred to herein as the "Agreement as Amended"; and
- C. The Parties now wish to amend the Agreement as Amended to end the term.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. Section 2 of the Agreement as Amended is amended to read as follows:

"Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on October 1, 2020, and terminate on December 31, 2027."

2. Except as set forth herein, all other terms and conditions of the Agreement as Amended shall remain in full force and effect. In case of a conflict in the terms of the Agreement as Amended and this Amendment No. 4, the provisions of this Amendment No. 4 shall control.

The effective date of this Amendment No. 4 is the date of City's execution of this amendment.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 4 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: 1/22/2026 | 3:04 AM PST

Signed by:

Daniel Ballin

ABC722A8FC81148
GLEN R. GOOGINS
City Attorney

DocuSigned by:

Jovan D. Grogan

5EAD88DFD5C343A
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"

ELECTRICAL CONSULTANTS, INC.,
a Montana corporation

Dated: 12/15/2015

By (Signature):

Digitally signed by David R. Maehl, P.E.
Date: 2025.12.15 07:52:23-0700

Name: David R. Maehl

Title: Vice President Power Supply

Principal Place of Business Address: 3521 Gabel Road
Billings, Montana 59102

Email Address: Dave.maehl@eciusa.com

Telephone: (406) 259-9933

"CONTRACTOR"

**AMENDMENT NO. 5
TO THE AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
ELECTRICAL CONSULTANTS, INC.**

PREAMBLE

This fifth amendment to agreement ("Amendment No. 5") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Electrical Consultants, Inc., a Montana corporation (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

- A. The Parties previously entered into an agreement entitled "Agreement for Design Professional Services Between the City of Santa Clara, California, and Electrical Consultants, Inc.", dated October 21, 2020, (Agreement) for the purpose of having Contractor provide review, inspection, and analysis necessary to prepare for a System Expansion Plan of the City's electric system; and
- B. The Agreement was previously amended by Amendment No. 1, dated December 16, 2021, Amendment No. 2, dated October 12, 2023, Amendment No. 3, dated June 25, 2025, Amendment No. 4, dated January 22, 2026, and is again amended by this Amendment No. 5. The Agreement and all previous amendments are collectively referred to herein as the "Agreement as Amended"; and
- C. The Parties now wish to amend the Agreement as Amended to update the hourly rates.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

- 1. Exhibit B of the Agreement as Amended is hereby deleted in its entirety and replaced with the attached "Fourth Revised – Fee Schedule and Payment Provisions," which is hereby incorporated into this Agreement as Amended.
- 2. Except as set forth herein, all other terms and conditions of the Agreement as Amended shall remain in full force and effect. In case of a conflict in the terms of the Agreement as Amended and this Amendment No. 5, the provisions of this Amendment No. 5 shall control.

The effective date of this Amendment No. 5 is the date of City's execution of this amendment.

[SIGNATURES ON FOLLOWING PAGE]

The Parties acknowledge and accept the terms and conditions of this Amendment No. 7 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

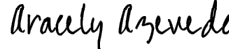
Dated: 6/4/2026 | 4:41 PM PDT

Signed by:



GLEN R. GOOGINS
City Attorney

Signed by:



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”

ELECTRICAL CONSULTANTS, INC.
a Montana corporation

Dated: 5/27/2026 | 7:23 AM PDT

By (Signature):

Signed by:



Name: David R. Maehl

Title: VP Power Supply

Principal Place of Business Address: 3521 Gabel Road
Billings, MT 59102

Email Address: dave.maehl@eciusa.com

Telephone: (406) 259-9333

“CONTRACTOR”

FOURTH REVISED - EXHIBIT B FEE SCHEDULE AND PAYMENT PROVISIONS

SECTION 1. MAXIMUM COMPENSATION

- 1.1** The maximum compensation payable to Contractor during the Term shall not exceed the amount in Section 6 of this Agreement and includes all Services provided under this Agreement including those Services provided in advance of this Amendment.
- 1.2** Cost Estimates: Detailed tasks and costs are found in Appendix B-1 Cost Estimate by Activity
- 1.3** Subject to written approval of the City, Contractor may transition costs between categories within each cost estimate but only to the extent that these transitions leave sufficient funding to complete the project identified in each task.
- 1.4** The City does not guarantee a minimum compensation under this Agreement.

SECTION 2. RATES

- 2.1** Contractor shall submit Proposals and invoice all Services at the rates listed in Appendix B2 (RATES) attached and incorporated by reference.
- 2.2** Rates listed in Appendix B2 are fully burdened.
- 2.3** Rate Changes.
 - 2.3.1** Rate Increase. After the first two years of the Agreement, Rate increases may be negotiated no more than once annually by the lesser of 5% or a percentage amount not to exceed the percent change of the preceding 12 month period in the Consumer Price Index for all Urban Customers, selected items, not seasonally adjusted as published by the U.S. Bureau of Labor Statistics at <https://www.bls.gov/cpi> or successor site. In no event shall such increase exceed 5% 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.
 - 2.3.2** Rate Changes. Rate changes other than rate increases such as, but not limited to, addition of labor classifications shall be negotiated and authorized pursuant to this section in advance of performing Services for which rates are applicable.
 - 2.3.3** All rate adjustments must be approved by the City through an amendment to this Agreement. References to alternate rates in quotes

or Proposals that have not been separately authorized pursuant to this section are not approved.

- 2.4** Reimbursable Expenses. Any and all reimbursable expenses, as set forth in Appendix B-2, related to each Work Authorization or Purchase Order shall be described in Contractor's Proposal as set forth in Section 2 of Exhibit B and accounted for in the total cost for each Proposal, Work Authorization, and Purchase Order. Expenses shall be reimbursable only to the extent that (1) Contractor submits sufficient documentation to City that the expenses were directly incurred in providing the required Services, (2) Contractor demonstrates that such expenses aren't included in the hourly rate where applicable, (3) such expenses were approved in advance pursuant to Section 2 of Exhibit B, (4) Contractor submits receipts, invoices, or other supporting documentation demonstrating that such reimbursable costs were incurred, and (5) any Mark Up conforms with the Reimbursable Expense Schedule below.

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
3.	Charges for outside parts, materials, equipment, and services (including subcontractor fees, equipment, rental equipment, materials, and facilities not furnished directly by Contractor).	Not to exceed 10%
4.	Contractor may charge allowable mileage at the prevailing IRS rate per mile. Mileage is not applicable to rental cars. Rental cars are reimbursed at actual fuel cost only.	No Markup
5.	Unless approved in writing (e-mail acceptable) in advance, reimbursement to Contractor (and any subcontractors) for meals, lodging, and related per diem will 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
6.	Other reimbursable expenses with prior written approval from the City.	No Markup

SECTION 3. PAYMENT PROVISIONS

- 3.1** Time and Materials. For Services authorized to be paid on a time and materials basis, Contractor shall provide an invoice to the City on a monthly basis for

Services completed in the preceding month. The invoice must include the following information:

- 3.1.1** Invoice Number, Purchase Order Number, and Invoice Period.
 - 3.1.2** Current amount due with a time and materials breakdown: titles, hours, hourly rates, and any City approved reimbursable expenses itemized with supporting documentation.
 - 3.1.3** Each invoice shall provide sufficient detail for City to verify (a) that the charges are in accordance with the Work Authorization, (b) that rates listed in Appendix B2 are charged, and (c) where applicable, hours worked can be matched to certified payroll submittals.
- 3.2** Fixed Price. For Services authorized to be paid on a fixed price basis, Contractor shall provide an invoice to the City in accordance with the Work Authorization and based on either (a) the percentage of Services completed during the previous month or (b) a lump sum amount upon the completion of deliverable(s), as specified in the Work Authorization and subject to the following:
- 3.2.1** Invoices must include the following information:
 - 3.2.1.1** Invoice Number, Purchase Order Number, and Invoice Period.
 - 3.2.1.2** Detailed information on the Services performed on each deliverable or task completed on each project, as applicable.
 - 3.2.2** Contractor shall not invoice labor costs subject to prevailing wages in advance of performing the applicable Services.
 - 3.2.3** With regard to milestone payments, Contractor shall invoice each milestone payment in full. Contractor shall not separate milestone payments into multiple invoices.
- 3.3** Pre-Payment. City shall not be required to pay a deposit or any other form of pre-payment prior to Contractor beginning the Services.
- 3.4** Payment Limited to Satisfactory Work. Contractor is not entitled to any payments until the City concludes that the Services and/or any furnished deliverables have been satisfactorily performed.
- 3.5** 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 E and are subject to verification by the City.

- 3.6** Accurate Invoice. If the invoice submitted by Contractor is not accurate, the invoice will be returned to Contractor to correct and resubmit before payment can be processed.
- 3.7** Payment. If there are no discrepancies or deficiencies in the submitted invoice and Contractor has submitted all required certified payroll, City shall process the invoice for payment.
- 3.8** Confidential. Invoices are not confidential even if marked as confidential when submitted.

THIRD REVISED - APPENDIX B2 TO EXHIBIT B RATES

1. RATES

- 1.1. Contractor shall charge, and the City shall pay for actual Services rendered and authorized according to the process outlined in Section 2 of Exhibit B. The rates applicable for the Services are listed below in Table B1 (Labor Rates) and Table B-2 (Pass Through Costs).

THIRD REVISED - APPENDIX B2 TO EXHIBIT B RATES

TABLE B-1 HOURLY RATES

Category/Position	Hourly Rates Sep 1, 2021 - Mar 31, 2023	Hourly Rates Apr 1, 2023 - Apr 30, 2024	Hourly Rates May 1, 2024- Dec 31, 2024	Hourly Rates Jan 1, 2025 - Apr 30, 2026	Hourly Rates Effective May 1, 2026
Engineering/Management					
Senior Project Manager II	\$251	\$248	\$256	\$277	\$282
Senior Project Manager I	\$208	\$210	\$221	\$246	\$255
Project Manager II	\$185	\$188	\$198	\$218	\$226
Project Manager I	\$165	\$169	\$179	\$198	\$205
Environmental Project Manager II	-	-	\$174	\$202	\$219
Environmental Project Manager I	-	-	\$142	\$164	\$178
Senior Engineer II	\$209	\$211	\$222	\$248	\$258
Senior Engineer I	\$178	\$181	\$191	\$213	\$221
Senior Project Supervisor	\$174	\$175	\$184	\$204	\$211
Project Supervisor	\$131	\$135	\$142	\$158	\$165
Project Engineer II	\$151	\$154	\$162	\$180	\$188
Project Engineer I	\$143	\$145	\$153	\$171	\$177
Associate Engineer II	\$147	\$149	\$157	\$177	\$185
Associate Engineer I	\$141	\$143	\$151	\$167	\$173
Design Engineer III	\$124	\$127	\$134	\$149	\$155
Design Engineer II	\$116	\$119	\$125	\$138	\$143
Design Engineer I	\$109	\$110	\$116	\$130	\$135
Engineering Intern	-	-	\$87	\$93	\$94
Senior Designer II	\$155	\$152	\$161	\$177	\$185
Senior Designer I	\$139	\$141	\$149	\$166	\$172
Designer III	\$121	\$124	\$131	\$146	\$152
Designer II	\$107	\$109	\$115	\$127	\$131
Designer I	\$90	\$92	\$97	\$108	\$112

Category/Position	Hourly Rates Sep 1, 2021 - Mar 31, 2023	Hourly Rates Apr 1, 2023 - Apr 30, 2024	Hourly Rates May 1, 2024- Dec 31, 2024	Hourly Rates Jan 1, 2025 - Apr 30, 2026	Hourly Rates Effective May 1, 2026
Program Management/Support Staff					
Project Controls Coordinator	\$190	\$195	\$205	\$226	\$232
Project Controls Specialist III	\$148	\$149	\$157	\$175	\$180
Project Controls Specialist II	\$115	\$119	\$125	\$137	\$141
Project Controls Specialist I	\$98	\$101	\$105	\$114	\$117
Senior Drafter II	\$107	\$108	\$114	\$126	\$130
Senior Drafter I	\$103	\$106	\$112	\$121	\$125
Drafter III	\$93	\$95	\$100	\$111	\$114
Drafter II	\$90	\$92	\$97	\$108	\$111
Drafter I	\$79	\$82	\$87	\$95	\$98
Administrative Executive	\$122	\$122	\$129	\$142	\$147
Administrative Assistant	\$82	\$74	\$75	\$82	\$83
Survey/Real Estate					
Senior Surveyor	\$158	\$162	\$171	\$190	\$197
Surveyor II	\$129	\$133	\$140	\$154	\$160
Surveyor I	\$110	\$109	\$114	\$129	\$134
Survey Technician II	\$90	\$92	\$98	\$109	\$114
Survey Technician I	\$70	\$69	\$72	\$81	\$84
Senior Real Estate Specialist	\$152	\$153	\$161	\$180	\$186
Real Estate Specialist II	\$132	\$130	\$137	\$152	\$157
Real Estate Specialist I	\$89	\$88	\$93	\$101	\$105
Construction/Field Testing					
Senior P&C Technician	\$209	\$211	\$216	\$237	\$243
P&C Technician	\$145	\$146	\$155	\$174	\$181
Construction Project Manager	\$206	\$201	\$212	\$237	\$247
Field Construction Manager	\$195	\$196	\$206	\$228	\$236
Technician III/Inspector III	\$144	\$145	\$153	\$169	\$174
Technician II/Inspector II	\$123	\$126	\$133	\$146	\$150
Technician I/Inspector I	\$81	\$84	\$89	\$97	\$100
Safety Specialist	\$143	\$145	\$153	\$172	\$179
Corporate Project Management/Technical Oversight					
Principal	\$263	\$252	\$260	\$284	\$289
Director/PhD	\$263	\$252	\$260	\$284	\$289

TABLE B-2 Pass Through Costs

Cost Type	Costs Effective Oct. 1, 2020 through April 30, 2023	Costs Effective May 1, 2023
Project Expenses:		
Airline & Charter Aircraft	Actual Cost	Actual Cost
Rental Vehicles	Actual Cost	Actual Cost
Standard & Four-Wheel Drive	Federal/Allowable Rate	Federal/Allowable Rate
All Terrain Vehicles	\$10/hour	\$10/hour
Cost Type	Costs Effective Oct. 1, 2020 through April 30, 2023	Costs Effective May 1, 2023
Meals	Actual Cost	Actual Cost
Lodging	Actual Cost	Actual Cost
Parking	Actual Cost	Actual Cost
Long Distance & Telephone Charges	Actual Cost	Actual Cost
CADD Software/Plotting:		
AutoCAD Drafting Equipment	\$8.00/hour	\$9.00/hour
Microstation Drafting Equipment	\$8.00/hour	\$9.00/hour
HP Design Jet Monochrome Plots	\$5.00 each	\$5.00 each
HP Design Jet Color Plots	\$10.00 each	\$10.00 each
LD3 Modeling	\$8.00/hour	\$8.00/hour
Airline & Charter Aircraft		
Prints and Copies:		
Arc Flash Labels	\$6.00 each	\$6.00 each
Large Format Copies		
C, D Size	\$2.35 each	\$2.35 each
E Size	\$2.60 each	\$2.60 each
F Size	\$2.75 each	\$2.75 each
Larger Sizes	\$.25/sq. ft.	\$.25/sq. ft.
Engineering Software:		
Radial Voltage Drop-SynerGEE & Milsoft	\$30.00/hour	\$30.00/hour
Load Flow/Stability (PSLF/PSSE)	\$40.00/hour	\$40.00/hour
ASPEN	\$30.00/hour	\$30.00/hour
STRUDL/Structural Software	\$40.00/hour	\$40.00/hour
GIS Mapping Software	\$ 8.00/hour	\$ 8.00/hour
Visual Analysis & STAAD Pro	\$20.00/hour	\$20.00/hour
CDEGS (Grounding)	\$50.00/hour	\$50.00/hour
SKM	\$25.00/hour	\$25.00/hour
TLCADD & PLS-CADD	\$10.00/hour	\$10.00/hour
CYMCAP	\$40.00/hour	\$40.00/hour

Engineering Software:		
ETAP	\$20.00/hour	\$20.00/hour
PSCAD/EMT	\$40.00/hour	\$40.00/hour
PTI - Power System Analysis	\$40.00/hour	\$40.00/hour
T-Flash	\$40.00/hour	\$40.00/hour
Survey Equipment/Software:		
Cyclone Software	\$30.00/hour	\$30.00/hour
Terra Solid Laser Imaging	\$20.00/hour	\$20.00/hour
Type	Costs Effective Oct. 1, 2020 through April 30, 2023	Costs Effective May 1, 2023
Theodolite, Total Station	\$11.00/hour	\$11.00/hour
Robotic Total Station	\$15.00/hour	\$15.00/hour
Survey Grade GPS, Base Station & Rovers	\$30.00/hour	\$30.00/hour
Staking Supplies	\$10.00/line-mile	\$10.00/line-mile
Testing Equipment:		
5 kV Megger	\$60.00/day, \$200/week	\$60.00/day, \$200/week
Phase Angle Meter	\$50/day, \$200/week	\$50/day, \$200/week
Automated CT Test Set	\$125/day, \$420/week	\$125/day, \$420/week
Transformer Turns Ratio Test Set	\$ 75/day, \$300/week	\$ 75/day, \$300/week
Earth Resistivity Test Set	\$100/day, \$400/week	\$100/day, \$400/week
Power Quality Analyzer	\$ 75/day, \$150/week	\$ 75/day, \$150/week
Hi Potential Test Set	\$120/day, \$300/week	\$120/day, \$300/week
VLF AC Hi-Potential Test Set	\$500/day, \$2,000/week	\$500/day, \$2,000/week
Doble F6150 Relay Test Set	\$375/day, \$1,500/week	\$375/day, \$1,500/week
Doble M4000 Power Factor Test Set	\$500/day, \$2,000/week	\$500/day, \$2,000/week
Doble MS400 Seep Frequency	\$1,000/day	\$1,000/day
Dilo SF-6 Moisture Analyzer	\$150/day, \$600/week	\$150/day, \$600/week
Dilo SF-6 Breaker Analyzer	\$450/day	\$450/day
CT-7000 Breaker Motion Analyzer	\$125/day, \$350/week	\$125/day, \$350/week
Ductor Low Resistivity & High Current	\$75/day, \$300/week	\$75/day, \$300/week
FLIR Infrared Camera	\$500/day, \$2,000/week	\$500/day, \$2,000/week
CGPR (ground penetrating radar)	\$1,000/day	\$1,000/day
HD 3-D Laser Scanner	\$600/day	\$600/day
Dranetz 800 Analyzer	\$500/day	\$500/day
Fluke 435 Meter	\$1,000/month	\$1,000/month
Other equipment (Load Banks, Meter Standards, etc.)	Job-Quote	Job-Quote