

**AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
TRC SOLUTIONS, INC.**

PREAMBLE

This Agreement is made and entered into on the date last signed by the Parties ("Effective Date") between the City of Santa Clara, California, a chartered California municipal corporation (City) and TRC Solutions, Inc., a California corporation, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

- A. City desires to secure the services ("Services") more fully described in this Agreement, in Exhibit A, entitled "Scope of Services";
- B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required Services and goods of the quality and type which meet objectives and requirements of City; and,
- C. The Parties agree that Contractor will perform the Services under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and conditions herein contained, the Parties hereto agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

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

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees and Payment Provisions

Exhibit C – Insurance Requirements

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 written amendment to this Agreement, the term of this Agreement shall begin on December 1, 2025 and terminate on November 30, 2030 ("Initial Term").

3. SCOPE OF SERVICES AND PERFORMANCE SCHEDULE

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

4. WARRANTY

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

5. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE

- A.** Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services in accordance with the Standard of Care and Contractor shall perform such Services under this Agreement in conformance with the specifications, requirements, and instructions upon which this Agreement is based and consistent with a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline for a project of similar size, scope, and complexity during the time which the Services are provided in the State of California ("Standard of Care"). City expressly relies upon Contractor's representations regarding its skills and knowledge.
- B.** Contractor warrants that all employees and subcontractor, if any, shall have sufficient skill and experience to perform the Services assigned to them.
- C.** Contractor shall comply with all applicable federal, state and local laws in the performance of the Services; including but not limited to those of the Occupational Safety and Health Administration (OSHA) and the California Department of Industrial Relations and State Division of Industrial Safety

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

- D. Contractor represents and warrants to the City that it has, shall obtain, and shall keep in full force in effect during the Term hereof, at its sole cost and expense, all licenses, permits, qualifications, insurance and approvals of whatsoever nature that is legally required of Contractor to practice its profession and to perform Services.

6. COMPENSATION AND PAYMENT

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all Services rendered and material provided by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES AND PAYMENT PROVISIONS." The maximum compensation of this Agreement is TWO MILLION NINE HUNDRED THIRTY-FIVE THOUSAND FIVE HUNDRED U.S. dollars (\$2,935,500), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services including any taxes. All Services performed or supplies, materials and equipment provided in excess of the maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.

7. TERMINATION

- A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Contractor.
- B. Termination for Default. For purposes of this Section 7.B., the word "Default" shall mean the failure of Contractor to perform any of Contractor's duties or obligations or the breach by Contractor of any of the terms and conditions set forth in this Agreement. In addition, Contractor shall be deemed to be in "Default" upon Contractor (i) applying for, consenting to, or suffering of, the appointment of a receiver, trustee or liquidator for all or a substantial portion of its assets; (ii) making a general assignment for the benefit of creditors; (iii) being adjudged bankrupt; (iv) filing a voluntary petition or suffering an involuntary petition under any bankruptcy, arrangement, reorganization or insolvency law (unless in the case of an involuntary petition, the same is dismissed within thirty (30) days of such filing); or (v) suffering or permitting to continue unstayed and in effect for fifteen (15) consecutive days any attachment, levy, execution or seizure of

all or a substantial portion of Contractor's assets or of Contractor's interests hereunder. In the event of any Default by Contractor, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Contractor. Any termination for Default under this section shall, provide Contractor at least fifteen (15) days to cure such notice, as determined by the City in its sole discretion.

- 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.
- D.** In the event of termination under sections 7.A. or 7.B., Contractor shall have no further rights hereunder, notwithstanding Contractor shall recover payment for all Services satisfactorily performed. In the case of termination pursuant to Section 7.B the City may offset from that amount the costs of any damages incurred.

8. ASSIGNMENT AND SUBCONTRACTING

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

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

9. NO THIRD PARTY BENEFICIARY

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

10. INDEPENDENT CONTRACTOR

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

11. CONFIDENTIALITY OF MATERIAL

- A.** "Confidential Information" means, with respect to a Party hereto, all information or material which either (1) is marked or identified as "Confidential," "Restricted," or "Proprietary Information" or other similar

marking or identification, or (2) the other Party knew, as recipient, or under the circumstances, should have known, was considered confidential or proprietary by the Disclosing Party (as defined below), except that this Agreement, Contractor pricing, and Contractor proposals incorporated into this Agreement shall not be deemed Confidential Information. Confidential Information shall consist of all information, whether in written, oral, electronic, or other form, furnished in connection with this Agreement by the Disclosing Party or its Representatives ("Representative" is defined as any elected and appointed officials, affiliate, director, officer, employee, agent, advisor or Contractor of a Party or any of its subsidiaries or affiliates) to the Receiving Party (as defined below) or to its Representatives, and specifically includes but is not limited to the City's individually identifiable Customer information, and the City's Customer usage data and financial data.

- B.** Contractor and the City shall each hold the other's Confidential Information in confidence. Neither Party shall make the other's Confidential Information available in any form to any third party or use the other's Confidential Information for any purpose other than as specified in this Agreement. The Party providing Confidential Information ("Disclosing Party") to the other Party ("Receiving Party") shall remain the sole owner of such information. Except as provided elsewhere within this Agreement, nothing contained in this Agreement shall be construed as granting or conferring any right or license in any Confidential Information or in any patents, copyrights, software or other technology, either expressly or by implication to the Receiving Party, or to its Representatives or to others. The term Confidential Information shall not include any of the following: (1) information already in possession of, or already known to, the Receiving Party as of the Effective Date without an obligation of confidentiality; (2) information in the public domain at the time of the disclosure, or which, after such disclosure, enters into the public domain through no breach of this Agreement by the Receiving Party or its Representative(s); (3) information lawfully furnished or disclosed to the Receiving Party by a non-party to this Agreement without any obligation of confidentiality and through no breach of this Agreement by the Receiving Party or its Representative(s); (4) information independently developed by the Receiving Party without use of any Confidential Information of the Disclosing Party; (5) information authorized in writing by the Disclosing Party to be released from the confidentiality obligations herein; or (6) this Agreement and Contractor's proposals and Work Authorizations.
- C.** By virtue of this Agreement, each Party hereto may disclose to the other Party information that is Confidential Information. This Agreement does not diminish, revoke or supersede any existing confidentiality, non-disclosure or similar agreement between the Parties that does not pertain to the subject matter of this Agreement. However, any Confidential Information, whether or not previously disclosed, that pertains to the subject matter of

this Agreement shall be governed by the terms of this Section 11 which shall supersede any such previous agreement with respect to such Confidential Information and any Confidential Information relating to the subject matter of this Agreement that was exchanged under such previous agreement shall be treated as though it was exchanged under this Agreement as of the date of such exchange.

- D.** The Receiving Party will treat all Confidential Information of the Disclosing Party, no matter written, electronic, or oral, as confidential and proprietary, and the Receiving Party shall only use such information in furtherance of this Agreement. As such, the Receiving Party shall hold in confidence the Confidential Information of the Disclosing Party and ensure that such Confidential Information is not disclosed to any other person or entity, except as expressly permitted by this Agreement or as authorized in writing by the Disclosing Party. The Receiving Party shall not disclose Confidential Information of the Disclosing Party received under this Agreement to any person other than its Representatives who require knowledge of such Confidential Information in furtherance of this Agreement. The Receiving Party shall inform its Representatives of the confidential nature of the Confidential Information of the Disclosing Party and advise such Representatives of the limitations on the use and disclosure and prohibition on making copies or summaries of such Confidential Information. The Receiving Party shall be responsible for any breach of this Agreement by its Representatives. Neither Party shall use the Confidential Information of the other Party for any commercial purpose.
- E.** If the Receiving Party becomes legally compelled (by oral questions, interrogatories, request for information or documents, subpoena, civil investigative demand, or similar process) to disclose any Confidential Information of the Disclosing Party or is requested Confidential Information pursuant to the California Public Records Act or similar law, the Receiving Party will provide the Disclosing Party with written notice of such an occurrence (if so permitted) as soon as possible. Thereafter, at its sole costs and expense, the Disclosing Party may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. If the disclosing Party (i) waives compliance, (ii) fails to respond to the Receiving Party within five (5) business days, or (iii) after providing the notice and assistance required under this Section, the Receiving Party remains required by law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose. So long as it is consistent with applicable law, the Receiving Party will not oppose action by, and the Receiving Party will cooperate with, the Disclosing Party, at the Disclosing Party's sole cost and expense, to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information. If the Disclosing Party fails to obtain such protective order or other remedy, or if the Disclosing Party

waives compliance with the requirements of the preceding sentence, the Receiving Party will disclose only that Confidential Information that it is legally required to disclose, and will exercise commercially reasonable efforts, at Disclosing Party's expense, to obtain reliable assurance that confidential treatment will be accorded the Confidential Information so disclosed.

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

12. OWNERSHIP OF MATERIAL

- A.** City shall furnish to Contractor such documents and materials as may be relevant and pertinent to the provision of Services hereunder as City may possess or acquire.
- B.** All documents and materials furnished by City to Contractor, pursuant to Section 12.A., shall remain the property of City and shall be returned to City upon termination of this Agreement, for any reason. All documents or material prepared or caused to be prepared by Contractor, its officers, employees, agents and subcontractors, in the course of implementing this Agreement, shall be considered works made for hire and shall become the exclusive property of the City, and City shall have the sole right to use such documents and materials without restriction or limitation for their use in City's discretion without further compensation to Contractor or any other party. Contractor shall, at Contractor's sole cost and expense, provide such documents and material to City upon written request.
- C.** Documents and material prepared by Contractor, pursuant to this Agreement, are not intended or represented to be suitable for reuse by City or others on any other project. Any use of completed documents for other projects and any use of incomplete documents without specific written authorization from Contractor will be at City's sole risk and without liability to Contractor. Further, any and all liability arising out of changes made to Contractor's deliverables under this Agreement by City or persons other than Contractor, is waived against Contractor and City assumes full responsibility for such changes unless City has given Contractor prior notice and has received from Contractor written consent for such change.
- D.** Notwithstanding anything to the contrary herein, to the extent any documents or material prepared or caused to be prepared by Contractor include proprietary information that is not prepared exclusively and solely for City, such proprietary information will remain the property of Contractor, but City will have unrestricted and non-exclusive rights and license to use such information. Contractor's proprietary information, includes, but is not limited to, its pre-existing documents, know-how, methodologies, techniques, processes, tools, trade secrets, logic, templates, programs, software, inventions, intellectual property, or systems utilized or developed prior to the Effective Date, or developed for work being provided to any person or entity other than City, and/or owned or duly licensed by Contractor and used in the performance of the Services and/or embedded in the documents or material prepared or caused to be prepared by Contractor, and any improvements or modifications thereto which may be developed or created by Contractor in the course of or as a consequence of performing the Services.

13. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

- A.** City, through its authorized employees, representatives or agents shall have the right during the Term and for four (4) years from the date of final payment for Services or goods provided under this Agreement ("Audit Period"), to audit the books and records of Contractor for the purpose of verifying any and all Contractor invoices and charges.
- B.** Contractor shall keep records and invoices in connection with the Services for the length of the Audit Period. 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.
- C.** Contractor shall use recognized accounting methods in preparing reports and invoices submitted to the City in connection with the Services. City reserves the right to designate its own employee representative(s) or its contracted representative(s) with a certified public accounting firm who shall have the right to audit Contractor's accounting procedures and internal controls of Contractor's financial systems and to examine any cost, revenue, payment, claim, other records or supporting documentation resulting from any items set forth in this Agreement. If Contractor fails to provide supporting documentation satisfactory to City for costs charged, then Contractor agrees to reimburse City for those costs. Any such audit(s) shall be undertaken by City or its representative(s) at reasonable times during normal working hours after reasonable advance written notice and in conformance with generally accepted auditing standards. Contractor agrees to fully cooperate with any such audit(s).
- D.** Contractor will be notified in writing of any exception taken as a result of an audit. Any adjustments and/or payments which must be made as a result of any such audit or inspection of Contractor's invoices and/or records shall be made within thirty (30) days from presentation of City's findings to Contractor. If Contractor fails to make such payment, Contractor agrees to pay interest, accruing monthly, at a rate of ten percent (10%) per annum unless another section of this Agreement specifies a higher rate of interest, then the higher rate will prevail. Interest will be computed from the date of written notification of exception(s) to the date Contractor reimburses City for any exception(s). If an audit inspection or examination in accordance with this Section discloses overcharges (of any nature) by Contractor to City in excess of one percent (1%) of the value of that portion of the Agreement that was audited, the actual cost of City's audit shall be reimbursed to City by Contractor.
- E.** 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 the Services.

- F. Notwithstanding any terms to the contrary in this Agreement, City will have the right to review Contractor's costs only for Services performed on a reimbursable basis, in which case only costs such as labor hours, materials, and subcontractor invoices. In no event will Contractor's efficiency in performing the Services be subject to review.

14. HOLD HARMLESS/INDEMNIFICATION

- A. To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and reasonable attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, in any manner arising from, or alleged to arise in whole or in part from, or in any way connected with the Services performed by Contractor pursuant to this Agreement – including claims of any kind by Contractor's employees or persons contracting with Contractor to perform any portion of the Services. However, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen through the sole active negligence or sole willful misconduct of City; the obligation to defend is not similarly limited. Notwithstanding anything to the contrary in this Agreement, Contractor and City waive any and all claims against each other for incidental, consequential, special, multiple, and punitive damages arising out of or relating to this Agreement, regardless of whether such damages were foreseeable and whether or not the culpable party was advised of the possibility of such damages.
- B. Contractor's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subcontractors or other agents of Contractor, against City (either alone, or jointly with Contractor), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.
- C. To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Contractor's responsibilities under the Act.

15. INSURANCE REQUIREMENTS

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

16. WAIVER

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

17. NOTICES

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

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

And to Contractor addressed as follows:

TRC Solutions, Inc.
6 Executive Circle, Suite 200
Irvine, CA 92614 and by e-mail at jfunk@trccompanies.com

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

18. COMPLIANCE WITH LAWS

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

19. CONFLICTS OF INTEREST

Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor

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

20. FAIR EMPLOYMENT

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

21. NO USE OF CITY NAME OR EMBLEM

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

22. GOVERNING LAW AND VENUE

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

23. SEVERABILITY CLAUSE

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

24. AMENDMENTS

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

25. COUNTERPARTS

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

[SIGNATURES ON THE FOLLOWING PAGE]

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:

Dated: _____

GLEN R. GOOGINS
City Attorney

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

“CITY”

TRC SOLUTIONS, INC.
a California corporation

Dated: 11/4/2025

By (Signature): 

Name: Edward Myszka

Title: President, Power Sector

Principal Place of Business Address: 6 Executive Circle, Suite 200
Irvine, CA 92614

Email Address: EMyszka@trccompanies.com

Telephone: (678) 395-1814

“CONTRACTOR”

EXHIBIT A

SCOPE OF SERVICES

SECTION 1. GENERAL

- 1.1** Contractor shall provide all necessary supervision, labor, and services, plus all materials required for the design, implementation and administration of Silicon Valley Power's (SVP) electrification program focused on increasing the total amount of all-electric new construction projects for multifamily and accessory dwelling units (ADU) and retrofit projects for multifamily buildings ("Services"). This Services include a framework to increase new construction and retrofit projects for both multifamily and ADUs by providing incentives, conducting outreach to the community, marketing the program, qualifying and managing projects, and providing building design assistance to the City of Santa Clara construction community.
- 1.2** Rather than compete with existing State-wide programs, Contractor shall support SVP goal to supplement and layer with existing incentive programs to increase participation by finding the level of incentive needed to move the market.
- 1.3** To the extent not inconsistent with this Agreement, the Contractor's proposal response dated February 10, 2025, is hereby incorporated by reference herein and shall supplement this Scope of Services and be subject to the terms and conditions of the Agreement. In the event of a conflict between the Agreement (including its Exhibits and the Contractor's proposal, the Agreement and its Exhibits shall govern.

SECTION 2. DEFINITIONS

- 2.1** "Customer": Any SVP customer eligible to participate in the Program
- 2.2** "Participant": Any SVP Customer who has submitted an application and has been enrolled in the Program
- 2.3** "Program": The program contracted under this Agreement
- 2.4** "Project Team": The Stakeholders, as identified by the participant, directly related to a specific project
- 2.5** "Stakeholder": Entities with an interest in the Program and/or participating projects which could include and is not limited to: builders/developers, homeowners, tenants, contractors, energy consultants, Home Energy Rating System (HERS) raters, architects, property managers and Community Based Organizations (CBO).

SECTION 3. MULTIFAMILY AND ADU ELECTRIFICATION PROGRAM TASKS

3.1 Program Administration (Task 1) – Contractor will provide general program oversight and coordination of the program including ensuring alignment between program goals, timelines, deliverables, and execution, recommend policy updates, communicate key program policy decisions to Participants and Stakeholders, managing day-to-day operations, addressing program inquiries, supporting internal team collaboration through attendance at internal meetings, and maintaining program documentation. Task 1 comprises program administration activities, including continuous monitoring of program progress, contract and program management, reporting, invoicing, and responses to data requests.

3.1.1 Program Oversight and Management – Contractor will facilitate both regular internal meetings across Contractor’s multi-disciplinary team (marketing, outreach, operations, technical review, education, IT, research and analysis) and scheduled communication/check-ins with SVP to review program progress, address challenges, identify areas for improvement, and plan upcoming tasks.

3.1.1.1 Contractor will facilitate regular internal meetings across Contractor’s multi-disciplinary team.

3.1.1.2 In the first year of program design, development, launch, Contractor will conduct weekly meetings with SVP, and will transition to bi-weekly, or as agreed upon, following program launch (Task 2).

3.1.1.3 Contractor will plan, host, and facilitate, and document outcomes of the following Contractor/SVP meetings:

3.1.1.3.1 Kickoff Meeting: Contractor will host a kickoff meeting with SVP to review the contract budget, goals, deliverables, and the marketing, outreach, and education approach.

3.1.1.3.2 Quarterly Meetings: Contractor will host quarterly meetings with SVP to review program progress towards goals and budget.

3.1.1.3.3 Annual Meetings: Contractor will arrange annual meetings with SVP to review yearly progress, state of the program, and inform and develop future plans and program iterations.

3.1.1.4 Align program schedules and progress to complete required tasks within the desired timeline.

- 3.1.2 Reports** - Contractor will provide detailed reports at the intervals specified in this section to periodically verify program progress, enrollment metrics, and ultimately deliver a final performance report. These reports will serve as tools for tracking program achievements, identifying areas for improvement, and maintaining accountability. Reports include, but are not limited to the following:
- 3.1.2.1 Monthly Program Report** - Monthly updates on enrollment and completion numbers, application processing progress, program implementation activities, and incentive reservations and payments.
 - 3.1.2.2 Quarterly Progress Report** - Quarterly updates on program activities, including enrollment figures, milestones achieved, challenges encountered, and solutions implemented.
 - 3.1.2.3 Final Program Performance Report** - Report sent with final invoice detailing program outcomes, including project data, deemed savings totals, and Participant feedback to assess overall program effectiveness. Contractor will include a recommendation for a future program design based on outcomes of program.
- 3.1.3 Invoices** - Contractor will deliver detailed invoices monthly as further specified in Exhibit B. This task includes a fixed price component for billing throughout the project. Invoices will account for all time and materials, fixed-price fees, and any expenses incurred during the billing period.
- 3.1.4 Data Requests** – Contractor will provide specific data and related analysis results in response to ad-hoc requests from SVP for information not provided in the monthly report and invoice or quarterly/annual program progress meetings. Contractor will review the implementation budget with SVP to ensure sufficient budget remains to complete any additional requests.
- 3.1.5 Policy and Program Design Updates** – To ensure timely, accurate, and consistent responses to questions, concerns, changes and exceptions from program Participants and Stakeholders. Contractor will:
- 3.1.5.1** Closely monitor regulatory policies to inform program design updates and ensure alignment and coordination with local, state, and federal requirements.
 - 3.1.5.2** Use feedback from Stakeholders, SVP, and insight into the regulatory landscape as needed to propose program design updates to SVP for review and approval.
 - 3.1.5.3** Provide as-requested technical and program design support to SVP to assist with portfolio or program updates. Examples of

requests include comparative energy modeling, technical reviews of marketing collateral, assistance with incentive setting for new code cycles, and advising on incentive changes or measure sunsets.

3.1.6 Task 1 Deliverables – As a part of Task 1, Contractor will coordinate or complete the following:

3.1.6.1 Meetings with SVP as outlined in 3.1.1.2

3.1.6.2 Kickoff meeting agenda and document discussion

3.1.6.3 Quarterly meeting agendas and document discussions

3.1.6.4 Annual meeting agendas and document discussion

3.1.6.5 Monthly enrollment and completion reports

3.1.6.6 Quarterly progress reports

3.1.6.7 Final program performance report

3.1.6.8 Monthly Invoices

3.1.6.9 Ad-hoc summaries of data request findings/analysis

3.1.6.10 Program update recommendation-documentation, as needed

3.1.6.11 Questions, changes and exception logs

3.1.6.12 Proposed updates to program design

3.2 Program Launch (Task 2) – Contractor will collaborate with SVP to prepare the program for successful rollout and implementation including the following tasks:

3.2.1 Program Management Plan (PMP) – Contractor will design and develop all necessary materials and plans to position the program to accept Participants and guide program participation and implementation. This includes designing guiding documentation that outlines program design, processes, policies, and expectations for both internal Program staff and Participants. Contractor will incorporate SVP review feedback and recommendations into program design. By the end of this phase, Contractor will have developed the program and will be fully prepared for implementation, with clear guidelines, integration into an existing programs database, and trained staff ready to implement the program.

3.2.1.1 Program Design - Contractor will outline the final program design to ensure a framework that is responsive to SVP Customer needs for SVP review and approval. Contractor will work with SVP to

confirm program design details including, but not limited to participation, eligible measures, incentive levels, and program outcomes (e.g. number of completions, education/training events delivered).

3.2.1.2 Program Execution - The PMP will include an overview of the program, KPIs, Stakeholder messaging, management approach and design methodology. The PMP will outline the program documents necessary to support Participant recruitment and program participation (e.g. website, application, factsheets, handbook, incentive request forms).

3.2.2 Customer Engagement Plan (CEP) tailored to the program's target audiences supporting Stakeholder engagement and participation through implementation. Contractor will design the CEP to outline strategies for raising awareness, building relationships, delivering education, and driving enrollment through a mix of digital and in-person outreach efforts. The CEP will guide the activities in Task 3.

3.2.3 Database Integration – Contractor will integrate and customize the program into two databases, a Customer Relationship Management (CRM) platform to track outreach, marketing and educational activities, and a proprietary program-specific database (eTRACK) to support project management of application submittals, Participant tracking, and data management.

3.2.3.1 The CRM integration will centralize communication and engagement with potential Participants, Stakeholders, and program partners. This platform will streamline outreach, marketing, and education through management of Participant interactions, strategic Customer engagement campaigns, and engagement metrics.

3.2.3.2 The CRM features functionalities such as automated follow-ups, detailed contact records, and cross functional collaboration capabilities which enable the functional teams to provide timely and personalized support to Participants.

3.2.3.3 Contractor will integrate program into their established project platform eTRACK. Contractor will leverage all capabilities previously built for Contractor's program portfolio to support program. Contractor will customize application management, project data, milestone tracking, incentive processing platform components, and tailored workflows to meet the unique needs of SVP's program. Contractor will conduct extensive testing to ensure optimal performance and functionality before deployment.

3.2.4 Program Documentation and Branding. Contractor will create comprehensive program documentation, materials necessary to support successful Customer engagement and program participation, and targeted training sessions for internal Program staff and Stakeholders, to assure that all necessary entities understand the program eligibility, design, process, and responsibilities. Contractor will submit all items to SVP for review and approval.

3.2.5 Task 2 Deliverables As a part of Task 2, Contractor will complete and supply the following to City:

3.2.5.1 Management Plan

3.2.5.2 Customer Engagement Plan

3.2.5.3 Program branding and logo

3.2.5.4 Program-branded Word and PowerPoint templates

3.2.5.5 Program website

3.2.5.6 Program application

3.2.5.7 Program overview factsheet

3.2.5.8 Program handbooks

3.2.5.9 Database integration report

3.2.5.10 Fully operational databases

3.3 Customer Engagement (Task 3) – Contractor will implement a multifaceted marketing, outreach, and Customer engagement strategy, combining best practices, incorporating electronic marketing, market research, education, direct outreach, and Customer service in order to build SVP Customer relationships, raise program awareness, support and disseminate electrification building approaches, and drive program enrollment and participation.

3.3.1 Market Analysis – Contractor will conduct comprehensive research and analysis to define current understanding of electrification approaches and program opportunities as well as education and training across the building industry in Santa Clara. Contractor will conduct data collection on industry trends, industry skill shortages, and emerging building technologies to identify precise points where education and training are most needed.

3.3.2 Program Promotion and Marketing – Contractor will develop marketing collateral and execute targeted outreach such as messaging through newsletters, email announcements, website/blog posts, and other avenues

as identified. Contractor will promote program information and education opportunities (e.g. program overview webinars, electrification or technology trainings) to raise awareness, process leads, and recruit Participants.

3.3.2.1 Contractor will collaborate with SVP to educate Stakeholders about the SVP program and the benefits of all-electric design by:

3.3.2.1.1 Maintaining communication with builders that have expressed interest in the all-electric program

3.3.2.1.2 Informing homeowners currently participating in SVP's incentive programs of the new ADU all-electric offerings.

3.3.2.1.3 Encouraging builders that have not participated in SVP programs to participate.

3.3.2.1.4 Highlighting the benefits of participating in the SVP program, including cash incentives, design assistance, and sales support and training.

3.3.2.2 Contractor will continue ongoing communications with Customers and Stakeholders through the development and recommendation of program advertisement placement, the development and distribution of program collateral such as newsletters, development and recording of webinars, attendance/sponsorship at select industry events, and working with SVP to identify projects in early planning stages. Contractor will use the City's planning and permitting department's list of existing and planned projects.

3.3.3 Direct Outreach – Contractor will provide direct outreach to key Stakeholders, including builders, developers, contractors, and energy consultants. Contractor will:

3.3.3.1 Identify primary targets for outreach efforts within Santa Clara including builders and developers planning new construction, property managers and owners for multifamily retrofit, and design teams made up of energy consultants, Home Energy Rating System (HERS) raters, and architects.

3.3.3.2 Use Contractor's existing connections to nurture future projects and support potential applicants that will qualify for the SVP program.

3.3.3.3 Conduct direct outreach to Stakeholders actively working in SVP's territory to market the program to their clients and identify potentially eligible Residential New Construction (RNC) projects, focusing on all-electric options.

- 3.3.3.4** Conduct outreach to retrofit contractors to educate them about retrofit program opportunities.
 - 3.3.3.5** Engage in program participation initiatives, focusing on the existing top builders, developers, and property owners in Santa Clara.
 - 3.3.3.6** Hold program specific webinars, electrification webinars, and in-person events to engage directly with Project Teams and assist with the first steps of enrolling into the program.
 - 3.3.3.7** Identify program leads through industry newsletters, databases, government agencies, and the City's permitting department.
- 3.3.4 Educational Incentives –** In order to raise awareness and further the adoption of all-electric building practices in residential building, Contractor will develop and deliver education initiatives to promote electrification and program participation including:
- 3.3.4.1 Employing communication channels to engage Customers and key program Stakeholders:**
 - 3.3.4.1.1 Digital and social media campaigns –** Partnering with SVP, Contractor's marketing team will lay the foundation for campaigns and drive outreach efforts by generating awareness, program visibility, positioning, and promotion creating a strong program brand. The initial campaign push will include educational content creation, social media mentions, and advertising.
 - 3.3.4.1.2 Industry event attendance –** Contractor will attend industry events to promote program opportunities and maximize relationship building across multiple market actor segments supporting builders, developers, (home)owners, contractors, energy consultants, architects, and municipalities. Contractor will focus outreach events hosted by the BIA Bay Area, American Institute of Architects bay area chapter, HERS Providers, and the California Association of Building Energy Consultants (CABEC).
 - 3.3.4.1.3 Education delivery –** Contractor will assist in delivering trainings centered on knowledge and skill-building information that is essential for projects to meet the latest advancements in electrification. Contractor will conduct webinars, on demand online learning, conference calls, networking, and in-person meetings to provide targeted

content that supports entry into the program and promotes electrification. Sample topics include heat pump technology, induction cooktops, and other advanced technology adoption opportunities.

3.3.4.2 Campaigns – Targeted campaigns are key to program engagement and Contractor will rely on cross functional collaboration between its outreach, marketing, and education teams to create effective and targeted campaigns for SVP to engage program Stakeholders and drive program education and training leads. Contractor will use expertise from the outreach, marketing, and education teams to design and distribute email, social media, and advocacy campaigns to the new construction and retrofit markets in Santa Clara.

3.3.4.2.1 Contractor's outreach team will identify and connect with targeted Stakeholders by providing initial contact, community engagement, and partnership development. Contractor's outreach team will assess and understand Stakeholders' needs, employ effective communication strategies, and leverage educational materials to build strong connections.

3.3.4.2.2 Contractor's education team will develop and implement training campaigns to align with SVP program goals of program participation and awareness. This team will introduce engagement campaigns to equip Stakeholders with knowledge of the program and provide skill-based training if necessary.

3.3.4.3 CRM Technology – To streamline the planning and execution of email campaigns, webinars, and events, Contractor will leverage a task tracking CRM.

3.3.4.3.1 Contractor will assign tasks, set deadlines, and monitor progress in real-time, ensuring all team members are aligned and on schedule.

3.3.4.3.2 This organized approach will enhance collaboration, improve efficiency, and help Contractor deliver successful marketing initiatives consistently.

3.3.4.3.3 Contractor will work with SVP to set up data uploads to track payments and payment processing using SVP's 'Brillion' rebate processing tool.

3.3.5 Task 3 Deliverables: As a part of Task 3, Contractor will complete and supply the following to City:

- 3.3.5.1** Reporting on marketing events and activities in the monthly program report including tracking of outreach events and project recruitment success
- 3.3.5.2** Marketing collateral
- 3.3.5.3** Quarterly newsletters
- 3.3.5.4** Webinars
- 3.3.5.5** Case Studies
- 3.3.5.6** Outreach reports
- 3.3.5.7** Educational events and direct Stakeholder contacts
- 3.3.5.8** Technical trainings

3.4 Project Management and Implementation (Task 4) – Contractor activities under Task 4 will focus on supporting Participant projects from enrollment through incentive payment.

3.4.1 Design Assistance – Contractor will provide one-on-one targeted design assistance, either virtually or in-person, for Project Teams that are participating in, or are interested in enrolling in the Program to increase the likelihood of participation, ensure compliance with program requirements, and promote electrification adoption.

3.4.1.1 Contractor's technical review and research/analysis staff will deliver tailored assistance to identify and prioritize opportunities for all-electric designs, and deeper energy savings. This support will evaluate cost-effective strategies that reduce the projects' modeled energy usage while promoting electrification and ensuring program compliance.

3.4.2 Project Enrollment – Contractor will review and verify that all information associated with a project's application is complete and aligns with the requirements for each project type (e.g. new construction vs retrofits).

3.4.2.1 Contractor will complete a thorough technical review of each project to ensure that the project complies with the program's technical requirements for each project type.

3.4.2.2 After Contractor completes technical review of a project, Contractor will officially enroll projects in SVP program to reserve incentives.

3.4.2.3 To inform program progress and reporting, Contractor will maintain contact with each Project Team during project construction.

SECTION 4. PROGRAM GOALS

- 4.1** The program goals are an estimate of total program accomplishments over the Term.
- 4.2** Savings Goals. Contractor based savings estimates are based on California Technical Forum (CALTF) approved workpapers, specific to Santa Clara's Climate Zone, and conservative assumptions for measure specifications and uptake. As projects begin to enroll, Contractor will update these goals based on trends in actual enrolled projects.

TABLE A2 – Savings Goals

SAVINGS TYPE	TOTAL SAVINGS
Avoided Therms	54,600
Added kWh	460,500
kWh ^e	1,248,300

kWh^e: kWh equivalent of the combined Avoided Terms and added kWh load based on BTU equivalency.

$$\left(\text{Avoided Therms} * \frac{29.3 \text{ kWh}}{\text{Therm}} \right) + \text{Added kWh} = \text{kWh}^e$$

EXHIBIT B
SCHEDULE OF FEES AND PAYMENT PROVISIONS

SECTION 1. MAXIMUM COMPENSATION

- 1.1** The maximum compensation payable to Contractor during the Term shall not exceed the amount in Section 6 of this Agreement.
- 1.2** The City does not guarantee a minimum compensation under this Agreement.

SECTION 2. RATES.

- 2.1** Rates. Except for those Services authorized at fixed price, Contractor shall invoice all Services at the rates listed in Appendix B1 (RATES) attached and incorporated by reference.
- 2.2** Rates listed in Appendix B1 are fully burdened and will remain fixed for the first two (2) years of the Agreement.
- 2.3** Rate Changes.
- 2.3.1** Rate Increase. Contractor shall notify the City ninety (90) days in advance of any proposed rate changes such as, but not limited to, addition of labor classifications.
- 2.3.2** Rate Changes. Rate changes adding or modifying the rates in Appendix B1 to Exhibit B shall be negotiated and authorized pursuant to this section in advance of performing services for which rates are applicable.
- 2.3.3** Any rate changes are subject to approval by the City and must be substantiated by the Contractor to the satisfaction of the City. All rate adjustments must be approved by the City through an amendment to this Agreement. References to alternate rates in quotes or Proposals that have not been separately authorized pursuant to this section are not approved.
- 2.4** Reimbursable Expenses. Contractor may pass through costs such as, but not limited to printing, materials, equipment, and travel as listed in the Reimbursable Expenses Schedule in this Section. 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, (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).	No Markup
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 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 Sufficient detail for City to verify (a) that the charges are in accordance with this Agreement and (b) that rates listed in Appendix B1 are charged.

3.2 Fixed Price. For Services authorized to be paid on a fixed price basis, Contractor shall provide an invoice upon completion of the specific fixed price service as listed in Table B3 and subject to the following:

- 3.2.1** Invoices must include the following information:
- 3.2.1.1** Invoice Number and Invoice Period.
 - 3.2.1.2** Detailed information on the Services performed.
- 3.2.2** With regard to fixed price payments, Contractor shall invoice each task for each period in full. Contractor shall not separate fixed price 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** Accurate Invoice. If the invoice submitted by Contractor is not accurate, the invoice may be returned to Contractor to correct and resubmit before payment can be processed.
- 3.6** Payment. If there are no discrepancies or deficiencies in the submitted invoice, City shall process the invoice for payment.
- 3.7** Confidential. Invoices are not confidential even if marked as confidential when submitted.

APPENDIX B1 TO EXHIBIT B RATES

- 1.1. Contractor shall charge, and the City shall pay for actual Services rendered. The rates applicable for the Services are listed below in Table B2 (Labor Rates) and Table B3 (Task 1 Fixed Fee Schedule).
- 1.2. Contractor shall invoice for Fixed Fee Task 1 Items listed in Table B3 monthly and such invoices shall only be submitted upon completion of the corresponding work.
- 1.3. In cases where services are required but rates are not listed below, Contractor shall submit rates for approval by the City in advance, in writing before performing the services. For avoidance of doubt, any changes to the rates in Table B1, B2, or B3 must be authorized by an amendment to the Agreement in accordance with Section 2.3 of Exhibit B.

TABLE B1 – IMPLEMENTATION BUDGET

TASK	PAYMENT STRUCTURE	COST
Task 1: Program Administration	T&M - \$370,000 Fixed Fee - \$320,500	\$ 690,500
Task 2: Launch	T&M	\$ 300,000
Task 3: Customer Engagement	T&M	\$ 925,000
Task 4: Project Management/Implementation	T&M	\$1,020,000
TOTAL		\$2,935,500

TABLE B2 – LABOR RATES

Program Title	Hourly Rates Effective Nov. 1, 2025	Hourly Rates Effective Nov. 1, 2026	Hourly Rates Effective Nov. 1, 2027	Hourly Rates Effective Nov. 1, 2028	Hourly Rates Effective Nov. 1, 2029	Hourly Rates Effective Nov. 1, 2030
Principal	\$310	\$322	\$335	\$349	\$363	\$378
Senior Director	\$286	\$297	\$309	\$322	\$335	\$348
Director	\$266	\$277	\$288	\$299	\$311	\$323
Senior Project Manager	\$223	\$231	\$241	\$250	\$260	\$270
Project Manager III	\$196	\$203	\$211	\$220	\$229	\$238
Project Manager II	\$176	\$183	\$190	\$198	\$206	\$214
Project Manager I	\$162	\$169	\$175	\$183	\$190	\$198
Project Associate III	\$145	\$150	\$156	\$163	\$169	\$176

Program Title	Hourly Rates Effective Nov. 1, 2025	Hourly Rates Effective Nov. 1, 2026	Hourly Rates Effective Nov. 1, 2027	Hourly Rates Effective Nov. 1, 2028	Hourly Rates Effective Nov. 1, 2029	Hourly Rates Effective Nov. 1, 2030
Project Associate II	\$134	\$140	\$145	\$151	\$157	\$163
Project Associate I	\$123	\$128	\$133	\$138	\$144	\$150
Project Assistant	\$109	\$114	\$118	\$123	\$128	\$133
Intern	\$83	\$87	\$90	\$94	\$97	\$101

TABLE B3 – TASK 1 FIXED FEE SCHEDULE

TASK 1 ITEM	QUANTITY	FIXED FEE	BUDGET
Monthly Invoicing and Reporting	60	\$3,000	\$180,000
Launch	1	\$10,000	\$10,000
Quarterly Review Meetings	19	\$4,500	\$85,500
Annual Adjustment Meeting	5	\$9,000	\$45,000
Total Task 1 Fixed Fee			\$320,500

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 maintain in full force and effect during the period of the Agreement, at its sole cost and expense, the following insurance:

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, including bodily injury, property damage, contractual liability, products and completed operations, and personal and advertising injury. Policy limits are subject to review, with limits not less than:

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

2. Limits may be satisfied in combination with excess/umbrella policies on a following form basis.
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 not less than \$1,000,000 combined single limit per accident. Liability coverage shall apply to all owned (if any), non-owned and hired autos.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance as required by statute and employer's liability with limits not less than \$1,000,000 per employee, accident, and disease.

D. PROFESSIONAL LIABILITY

Professional Liability Insurance appropriate to the Contractor's profession and scope of work under the Agreement, with limits not less than \$3,000,000 per claim and aggregate. Coverage must apply to acts, errors or omissions of Contractor, its contractors, subcontractors and subconsultants. Any policy inception date, continuity date, and/or retroactive date must be before the effective date of this Agreement and Contractor agrees to maintain continuous coverage for a period no less than three (3) years after completion of the services provided under this Agreement.

E. OTHER INSURANCE PROVISIONS

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are to be covered as additional insureds on the Contractor's commercial general liability policy, including ongoing and completed operations, and auto liability policies in respect to liability arising out of Contractor's work for City. This provision shall apply to any excess or umbrella liability policy.
2. Primary and non-contributing. For any liability arising from the scope of services under this Agreement, the Contractor's insurance coverage shall be primary and non-contributory with any coverage maintained by the City or Indemnitees.
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.
 - b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation, non-renewal, 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.
4. Qualifying Insurers. All of the insurance companies providing insurance for Contractor shall maintain, and provide written proof of, an A. M. Best

rating of at least A- VII or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives and shall be authorized to conduct business in the State of California.

5. Deductibles and Self-Insured Retentions. Deductibles and self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the deductible or retention. Payment of such deductibles and self-insured retentions are the sole responsibility of the Contractor. To the extent Contractor elects to self-insure, subject to City's approval, such self-insurance shall in no way limit the liabilities assumed by Contractor in this Agreement, including but not limited to City's status as an additional insured or Contractor waiving its rights of recovery or subrogation.
6. Contractor's Property. Contractor is solely responsible for the repair or replacement of Contractor's personal property and equipment, whether owned or non-owned, used during Contractor's work. The City shall have no responsibility to insure or cover the cost to repair or replace Contractor's personal property or equipment, regardless of cause of loss.
7. Waiver of subrogation. Contractor hereby grants to City a waiver of any right to subrogation for itself or which any insurer of Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer. This provision shall not apply to professional liability insurance.
8. Evidence of Insurance. Contractor shall provide proof of insurance compliance on an approved Acord or equivalent form signed by the insurer or an authorized agent of insurer (s) and including the policy endorsements required herein, such as additional insured, waiver of subrogation, and notice of cancellation. 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 Dept.
P.O. Box 100085 – S2 or 1 Ebix Way
Duluth, GA 30096 John's Creek, GA 30097

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

9. Right of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by City will be promptly reimbursed by Contractor or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.
10. If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City shall be entitled to broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

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 Services includes the right to charge City 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.