



Agenda Report

22-147

Agenda Date: 2/22/2022

REPORT TO COUNCIL

SUBJECT

Delegation of Authority to the City Manager to Negotiate and Execute Various Agreements for Silicon Valley Power (SVP) for the Purchase of Supplies and Services Following Competitive Processes with the following vendors:

1. Bay Valve Service and Engineering, LLC for valve Inspection, maintenance, and repair services;
2. Associated Power Solutions for battery maintenance services;
3. Electrical Maintenance Consultants, Brush Americas, and Mitsubishi Powers Americas, Inc. for generator maintenance services;
4. Axis Mechanical Group, HPI, LLC., and Mitsubishi Power Americas, Inc. for Technical Field Advisor services;
5. Puretech and Evoqua Water Technologies LLC to provide portable mixed bed and anion demineralized bottle rental and exchange services;
6. Burns and McDonnell Engineering Company, Inc.; Electrical Consultants, Inc.; HDR Engineering, Inc.; Leidos Engineering, LLC; Power-Tech Engineers, Inc.; SEL Engineering Services, Inc.; Soudi Consultants, Inc.; TRC Solutions, Inc.; and Worley Group, Inc. doing business as Advisian to provide electric utility engineering services for electric protection, communications, and control;
7. BSI Services and Solutions, Inc. and ESCI, Inc. to provide Environmental Health and Safety consulting and training services;
8. TR International Trading Company for salt delivery services;
9. Pacific Star Chemical dba Northstar Chemical for delivery of bulk sulfuric acid; and
10. Univar for delivery of bulk chemicals

COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

EXECUTIVE SUMMARY

In order to support the various maintenance and regulatory needs of the electric utility, SVP contracts with over one hundred contractors, consultants, and other vendors to provide services and products. During the last several months, the Purchasing Division of the Finance Department has published a number of solicitations pursuant to applicable provisions of City Code Section 2.105 using the City's e-procurement system.

Staff recommends that the City Manager be authorized to negotiate and execute agreements associated with these solicitations to the following vendors:

1. Bay Valve Service and Engineering, LLC for valve Inspection, maintenance, and repair services in an amount not to exceed \$1,500,000 for an initial three-year term with two one-

- year options to renew.
2. Associated Power Solutions for battery maintenance services in an amount not to exceed \$1,500,000 for an initial five-year term with up to five one-year options to renew.
 3. Electrical Maintenance Consultants, Brush Americas, and Mitsubishi Powers Americas, Inc. for generator maintenance services in an amount not to exceed \$3,000,000 for an initial five-year term with up to five one-year options to renew.
 4. Axis Mechanical Group, HPI, LLC., and Mitsubishi Power Americas, Inc for Technical Field Advisor (TFA) services in an amount not to exceed \$1,050,000 for an initial five-year term with up to five one-year options to renew.
 5. Puretech and Evoqua Water Technologies LLC to provide portable mixed bed and anion demineralized bottle rental and exchange services in an amount not to exceed \$650,000 for an initial five-year term with up to five one-year options to renew.
 6. Burns and McDonnell Engineering Company, Inc.; Electrical Consultants, Inc.; HDR Engineering, Inc.; Leidos Engineering, LLC; Power-Tech Engineers, Inc.; SEL Engineering Services, Inc.; Soudi Consultants, Inc.; TRC Solutions, Inc.; and Worley Group, Inc. doing business as Advisian to provide electric utility engineering services for electric protection, communications, and control in an aggregate amount not to exceed \$20,000,000 for an initial five-year term with up to five one-year options to renew (four million dollars per year shared among nine engineering firms based on project assignment).
 7. BSI Services and Solutions, Inc. and ESCI, Inc. to provide Environmental Health and Safety consulting and training services in an amount not to exceed \$1,100,000 for an initial five-year term with up to five one-year options to renew.
 8. TR International Trading Company for salt delivery services in an amount not to exceed \$300,000 for an initial five-year term with five one-year options to renew.
 9. Pacific Star Chemical doing business as Northstar Chemical for delivery of bulk sulfuric acid in an amount not to exceed \$300,000 for an initial five-year term with five one-year options to renew.
 10. Univar Solutions for delivery of bulk sulfuric acid in an amount not to exceed \$200,000 until such time as the City can enter into an agreement through Bay Area Chemical Consortium.

Further details about each of these solicitations and the associated services is in the following background and discussion sections.

Authority to Negotiate and Execute

It is not typical to include this number of agreements in one Report to Council, but it is needed to continue to provide service under current staff limitations. In other words, this is a new procurement strategy to continue procurements within our limited capacity and receive the appropriate Council direction to proceed. Consolidating this action and obtaining delegated authority removes workload and allows for staff to focus on the actual procurement and contract process.

Recent Purchasing Activity

During the last two years, SVP and the Purchasing Division of the Finance Department have been working closely together to perform solicitations pursuant to applicable provisions of City Code Section 2.105. During this time, over fifty solicitations have been completed using competitive processes including cooperative purchases, informal bids, formal bids, Request for Proposals (RFP), and Statements of Qualifications (SOQ). Several of these solicitations have resulted in multiple awards. In some cases, a master agreement is awarded with multiple contractors and a secondary informal bidding process takes place for specific scopes. In addition to issuing new solicitations, SVP

and Purchasing took action to extend the term of over fifty agreements from three years to five years in order to maximize the value of the solicitation process.

Staff Limitations

This activity has occurred while the contracts manager assigned to SVP has also been primarily assigned to support the Emergency Operations Center during the pandemic. On September 28, 2021; Council authorized the addition of a second Contracts Manager position in the Finance Department to be funded by SVP and assigned to support SVP. An offer was recently made to fill that position. In February, the Contracts Manager already assigned to SVP resigned leaving a new position vacant. Using the previous recruitment, staff has initiated the process to fill that newly vacant position. However, **both purchasing positions are not currently filled** and there is currently no dedicated purchasing staff for SVP. In addition, the Attorney assigned to SVP (who reviews and works on all these items) recently left the City. This will cause additional capacity constraints.

Upcoming Items

Based on current staffing constraints and the requirement to enter into contracts to operate the system, staff is taking a different procurement approach than past to facilitate the work with appropriate Council approval. There will be other items for Council consideration on upcoming agendas to maintain continuity of services.

BACKGROUND

Silicon Valley Power (SVP), the City of Santa Clara's Electric Utility owns significant assets requiring ongoing maintenance including three power plants in City limits, several remote assets, substations, as well as transmission and distribution lines throughout the City. Additionally, SVP is required to comply with a number of safety and regulatory requirements including North American Electric Reliability Corporation (NERC), Western Electricity Coordinating Council (WECC), Occupational Safety and Health Administration (OSHA), and Bay Area Air Quality Management District (BAAQMD).

Most of the services referenced in this report are provided at SVP's power generation facilities located in City of Santa Clara: (1) The main facility, the Donald Von Raesfeld Power Plant (DVR), is a 2x1 combined cycle power plant rated at 147 Megawatts of electrical power, (2) City of Santa Clara Cogeneration Plant (Cogen), is a cogeneration facility that utilizes two gas turbines for power generation. Waste heat from Cogen is collected to generate steam for supply to a paper mill. This facility is rated at 7 Megawatts, (3) The Gianera Generating Station (Gianera), the City's peaking generation facility, is rated at 49.5 Megawatts of electrical power.

Through this action, staff recommends that the City Council authorize the City Manager to execute contracts based on awards from these solicitations to expedite processing time.

DISCUSSION

Valve Inspection, Maintenance, and Repair Services

SVP's power plants have boiler system components including high pressure steam superheaters, high pressure steam drums, low pressure steam superheaters, low pressure steam drums, economizers, deaerator tanks, and flash tanks. These components have associated safety valves that require periodic testing, inspection, maintenance, repair, and replacement. Additionally, the plants contain air and gas systems that require valve testing, inspection, repair, and maintenance.

The services are highly specialized and SVP requires a qualified contractor to perform these critical services.

In 2021, the City published a formal Request for Bids (RFB) for as-needed valve testing, inspection, maintenance, and repair services. The City did not receive any bids.

Because there were no bids submitted, staff reached out to Bay Valve Service and Engineering, LLC (Bay Valve) for rates. Bay Valve is the incumbent provided and has been providing services to SVP for almost 20 years. SVP has been satisfied with the services provided by Bay Valve. Staff recommends awarding an agreement to Bay Valve to provide the required valve testing, inspection, maintenance, and repair services. There are a number of critical projects requiring this service including annual and 3-year required safety valve testing, high pressure bypass valve replacement, and critical control valve replacements.

The proposed agreement includes provision of all labor, materials, equipment, and technical expertise needed to provide the required valve testing, inspection, maintenance, and repair services. The contractor may perform the required services at SVP's power plants or at the Contractor's shop. Additionally, the contractor may be required to perform valve repair services at other SVP locations such as SVP's remote facilities.

Staff recommends authorizing the City Manager to negotiate and execute an agreement with Bay Valve for an initial three-year term beginning on or about March 1, 2022 and to execute up to two one-year options to renew the agreement after the initial term at the discretion of the City. Costs for the initial three-year term are not to exceed \$1,500,000.

Bay Valve's hourly rates shall be fixed for the first two years of the agreement. Thereafter, any requests for compensation increases must be justified by the vendor and are subject to approval by the City and the annual appropriations of funds.

Battery Maintenance Services

SVP uses battery systems in order to ensure there is uninterrupted power to relay protection schemes, and control systems that provide monitoring and quick action in the event of electrical and process faults. SVP has several battery systems throughout its in-city power generating assets, including its power plants as well as at substations. The batteries must be maintained annually and quarterly in accordance with the most current version of the North American Electric Reliability Corporation (NERC) standard PRC-005, as well as state and federal regulations. The battery maintenance services ensure that critical protection systems will be available to protect the SVP grid and power plant equipment.

In 2021, the City published a formal Statement of Qualifications (SOQ) for Battery Maintenance Services. An SOQ is a solicitation where the award is based on the qualifications and expertise of the firm versus a proposed solution. One proposal was received from Associated Power Solutions (APS). Staff reviewed the response against the criteria included in the SOQ and determined that APS's proposal met all of the SOQ requirements.

Staff recommends award of agreement to Associated Power Solutions. APS is the incumbent and has demonstrated experience and expertise providing quality battery maintenance services in

compliance with NERC Standard PRC-005. Under the proposed agreement, APS will provide all labor, materials, equipment, and technical expertise needed to provide the required services including annual and quarterly battery inspection and maintenance; performance testing of batteries, load testing of battery systems, replacement of old batteries and disposal of old batteries. All services will be performed pursuant to NERC standards as well as industry best practices and state and local laws and regulations.

Staff recommends authorizing the City Manager to negotiate and execute an agreement with APS for an initial five-year term beginning on or about March 1, 2022, and to execute up to five one-year options to renew the agreement after the initial term at the discretion of the City. Compensation shall be paid on a time and materials basis with maximum compensation not to exceed \$1,500,000 over the five-year initial term. APS's hourly rates shall be fixed for the first two years of the agreement. Thereafter, any requests for compensation increases must be justified by the vendor and are subject to approval by the City and the annual appropriations of funds.

Electrical Generator Maintenance

The generators used at SVP facilities require ongoing preventative and corrective maintenance as well as scheduled major overhauls to ensure reliability. This includes annual inspections, testing and diagnostic services, and repairs using specialty tooling, equipment, and shop services. Local and remote generation facilities use multiple generator technologies from various manufacturers, and each has unique and specific maintenance schedules and parts specifications. Accordingly, multiple vendors are employed to properly maintain the fleet of generators.

In 2021, the City published a formal RFP for Generator Maintenance and Overhaul Services. A total of 69 companies viewed the RFP, and the City received proposals from five companies:

- Brush Americas (Turtle Creek, PA)
- Electrical Maintenance Consultants, Inc. (Rocklin, CA)
- Ethos Energy (Houston, TX)
- Kinectrics, Inc. (Naperville, IL)
- Mitsubishi Powers America, Inc. (Orlando, FL)

The RFP was comprised of three separate packages as follows:

- Package A: major inspections and repairs (overhauls) on two (2) Brush BDAX-7 generators located at the Donald van Raesfeld (DVR) Power Plant;
- Package B: major inspections and repairs (overhauls) on two (2) Ideal SM-100 generators located at the Santa Clara Cogeneration Plant; and
- Package C: Routine generator maintenance and repair services.

Proposers had the option to submit responses for one or multiple packages. Electrical Maintenance Consultants, Inc. (EMC) and Ethos Energy (Ethos) submitted responses for all three packages. Mitsubishi Powers America, Inc. (Mitsubishi) submitted a response for Packages A and C. Brush Americas (Brush) and Kinectrics, Inc. submitted responses for Package A and Package C, respectively.

The proposals were evaluated and scored against the criteria and weights included in the RFP by a

three-member evaluation team consisting of staff from SVP. Upon the evaluation team's initial review, the proposals from Ethos and Kinectrics, Inc. were determined to be non-responsive and were eliminated from further consideration.

Staff recommends authorizing the City Manager to negotiate and execute agreements with EMC, Brush, and Mitsubishi for an initial five-year term beginning on or about March 1, 2022 and to execute up to five one-year options to renew the agreement after the initial term at the discretion of the City. Compensation shall be paid on a time and materials basis, with maximum compensation for all three agreements not to exceed \$3,000,000 over the five-year initial term. EMC shall serve as the primary contractor for all three packages of services, while Brush and Mitsubishi shall serve as the secondary providers of services for their respective packages. The proposed agreements will include provision of all labor, materials, equipment, and technical expertise needed to provide the required generator maintenance and overhaul services.

Any requests for compensation increases during the term of the agreement(s) must be justified by the company and are subject to approval by the City and the annual appropriations of funds.

Technical Field Advisor (TFA) Services

The Turbines and Generators used at Silicon Valley Power (SVP) facilities require ongoing preventative and corrective maintenance as well as scheduled major overhauls to ensure reliability. This includes annual inspections, testing and diagnostic services, and repairs using specialty tooling, equipment, and shop services. In-town and remote generation facilities use multiple generator technologies from various manufacturers, each having unique and specific maintenance schedules and parts specifications.

Depending on the nature of the work, it is industry best practice for SVP to separately contract TFA service for expertise when undergoing overhauls or other in-depth maintenance activities. These TFA's serve as SVP's agents and provide expert guidance to oversee the contractors performing work.

In 2021, the City published a formal RFP for TFA Services. A total of 39 companies viewed the RFP, and the City received 3 proposals, from Axis Mechanical Group, Mitsubishi Power Americas, Inc and HPI, LLC. The proposals were evaluated independently by a three-member evaluation team, consisting of staff from SVP against the criteria and weights included in the RFP. Staff recommends negotiating and executing agreements with all three proposers. Having multiple TFA agreements will provide flexibility with scheduling and expertise needs for SVP's various assets.

The proposed agreements will include provision of all labor, materials, equipment, and technical expertise needed to provide the required services including:

- Overseeing major turbine and engine overhauls at SVP's power plants;
- Providing technical oversight of outage activities;
- Providing advice on available repair options;
- Developing and providing required reports.

Staff recommends authorizing the City Manager to negotiate and execute agreements with Axis Mechanical, Mitsubishi Power Americas, Inc., and HPI, LLC for an initial five-year term beginning on or about March 1, 2022, and to execute up to five one-year options to renew the agreements after the

initial term, at the discretion of the City. Compensation shall be paid on a time and materials basis, with the maximum compensation not to exceed \$1,050,000 for all three agreements over the five-year initial term. Any requests for or rate increases during the term of the agreements must be justified by the vendor and are subject to approval by the City and the annual appropriations of funds.

Portable Mixed Bed and Anion Demineralized Bottle Rental and Exchange Services

All three of SVP's local generation facilities rely on processed or demineralized water for use in the condensate/steam cycle and for emissions control. Portable, mixed bed and ion exchange bottles are used at DVR, COGEN, and Gianera for water treatment as an economic solution for these water treatment needs.

In 2021, the City published a formal RFB for Portable Mixed Bed and Anion Demineralized Bottle Rental and Exchange Services with the award recommendation based on "lowest responsive, responsible bidder." A total of 34 companies viewed the RFB, and the City received proposals from two bidders. The results are as follows:

Vendor Name	Bid Price
Puretech	\$91,107.00
Evoqua	\$130,496.98

Staff recommends an award to Puretech as the lowest responsive and responsible bidder and Evoqua as a secondary supplier in the event of an emergency or if Puretech is unable to perform. Puretech and Evoqua will supply portable mixed bed and anion demineralized bottle rental and exchange services to SVP's power plants on an as needed basis.

Staff recommends authorizing the City Manager to negotiate and execute agreements with Puretech and Evoqua for an initial five-year term beginning on or about March 1, 2022, and to execute up to five one-year options to renew the agreement after the initial term at the discretion of the City. Total costs are not to exceed \$650,000 during the initial five-year term. Any requests for compensation increases during the term of the agreement must be justified by the vendor and are subject to approval by the City and the annual appropriations of funds.

Electric Utility Engineering Services

SVP uses consultants to support operations engineering of protection, communications, and control systems. Typical services include electrical safety hazard analysis, electrical engineering studies (short circuit and relay coordination), fiber optic multiplexer system support, power quality metering system support, compliance (NERC and WECC), and outages studies.

Sample tasks and studies performed by these consultants may include

- Electrical safety hazard analysis at each substation to determine safe approach distances and proper personal protection equipment (PPE) maintaining safety for employees and compliance with OSHA requirements.
- Relay overcurrent coordination studies to minimize the number of customers affected by a fault in the electric system such as a car hitting power pole, tree branch falling on transmission line, or a mylar balloon contacting a transmission line.

- Support replacement of the fiber optic multiplexer system - the communication backbone of the electric utility.

In June 2021, the City published a formal SOQ for Electric Utility Engineering Services protection, communications, and control systems. A total of 141 companies viewed the SOQ, and the City received 17 proposals. The proposals were evaluated and scored independently by a three-member evaluation team, consisting of staff from SVP against the criteria and weights included in the SOQ.

Staff recommends negotiating and executing agreements with the following proposers, as the most advantageous proposals based upon the final evaluation rankings:

1. Burns and McDonnell Engineering Company, Inc.
2. Electrical Consultants, Inc.
3. HDR Engineering, Inc.
4. Leidos Engineering, LLC
5. Power-Tech Engineers, Inc.
6. SEL Engineering Services, Inc.
7. Soudi Consultants, Inc.
8. TRC Solutions, Inc.
9. Worley Group, Inc., doing business as Advisian

The proposed agreements will include provision of all labor, materials, equipment, and technical expertise needed to provide the required electric utility engineering services including:

- Performing engineering studies;
- Developing and reviewing protective device, metering, and automation device settings and logic;
- Preparing and documenting North American Electric Reliability Corporation (NERC) compliance reports; and
- Providing engineering support services for construction and testing crews.

Staff intends to establish a qualified shortlist consisting of the nine selected proposers. Depending on the requirement, a vendor may be awarded specific work to any vendor on the list, or a secondary “mini” competitive process may be conducted among these pre-qualified firms to award specific work.

Staff recommends authorizing the City Manager to negotiate and execute agreements with the nine consultants listed above for an initial five-year term beginning on or about March 1, 2022, and to execute up to five one-year options to renew each agreement after the initial term, at the discretion of the City. Annual costs for all agreements are not to exceed \$20 million during the initial five-year term (four million dollars per year shared among nine engineering firms based on project assignment). Any requests for compensation increases during the term of the agreement(s) must be justified by the vendor and are subject to approval by the City and the annual appropriations of funds.

Environmental, Health & Safety Services (EH&S)

Silicon Valley Power (SVP) requires EH&S programs throughout the utility in order to maintain a safe and compliant working environment. The use of experts focused in the knowledge areas required

assures the best possible quality for the programs being developed, prevents bias, and maintains the most current updates to federal and local laws and regulations. These firms have unique skills and tools at their disposal to provide services.

Services associated with Environmental Programs will support a number of required certifications and other compliance activities. A utility of SVP's size is responsible for a number of environmental compliance activities including air permits, Environmental Protection Agency (EPA) Title V, Spill Prevention Control and Countermeasure (SPCC), Hazardous Materials Business Plan (HMBP), and storm water permits. This is only a sample list as there are a number of compliance programs associated with the utility's operations.

Services associated with safety programs include written plans, training, tracking of training completed, audits, and drills that meet Federal and California OSHA, and local or other agency regulations or guidelines. In addition, these consultants will support activities that promote a safe working environment including development and update of safety standards across SVP, Injury and Illness Prevention Program (IIPP) and a Qualified Electrical Worker (QEW) program. Resulting programs will be available to staff throughout the utility.

In 2021, the City published a formal SOQ for EH&S services. A total of 104 companies viewed the SOQ, and six proposals were submitted. The proposals were evaluated and scored independently by a three-member evaluation team, consisting of staff from SVP against the criteria and weights included in the SOQ including: experience and qualifications of the firm/staff; expertise reviewing and developing EH&S plans; and the proposers' approach to providing safety training.

Based on the scores from the evaluation panel, staff recommends awarding agreements to two proposers as the most advantageous and best value to the City: BSI America Professional Services, Inc. (BSI), and Electrical Safety Consultants, Inc., doing business as ESCI, Inc. (ESCI). Both proposals met or exceeded all of the SOQ specifications. The expertise of each of these vendors is different; therefore, each agreement will include different scopes of work.

The proposed agreements will include provision of all labor, materials, equipment, and technical expertise needed to provide the required services including:

- Reviewing and updating SVP's current EH&S plans;
- Developing new EH&S plans;
- Providing electrical safety training and drills;
- Conducting periodic electrical safety audits; and
- Creation and management of a comprehensive electrical safety compliance program (ESCI only).

Staff recommends authorizing the City Manager to negotiate and execute agreements with BSI and ESCI for an initial five-year term beginning on or about March 1, 2022 and to execute up to five one-year options to renew each agreement after the initial term at the discretion of the City.

Compensation shall be paid on a time and materials basis, with the maximum compensation not to exceed \$1,100,000. Any requests for compensation adjustments during the term of the agreements must be justified by the vendor and are subject to approval by the City and the annual appropriations of funds.

Vendor to provide Salt Deliveries

Maintaining power production at Cogen requires the water at the plant to be treated for use in its steam processes. The treatment includes softening the water by using dry coarse salt. SVP uses approximately 660 pounds of salt per day to treat the water at Cogen. If water is not softened for use in the power plant steam processes, Cogen would be forced to shut down, halting power production at the facility. A shutdown of Cogen would also impact its ability to supply steam to its thermal host, Greif Inc., Santa Clara Paperboard who uses steam for recycled paper processing.

In 2021, the City published a formal RFB for the delivery and supply of Morton Salt, using the City's e-procurement system. Twenty-two (22) vendors viewed the bid, and two bids were received. Results are as follows:

Vendor Name	Bid Price
TR International Trading Company (TRInternational)	\$49,680
John's Salt Service	\$50,112

Staff recommends an award to TRInternational as the lowest-price responsive bidder. TR International will supply and deliver salt to Cogen on an as needed basis.

Staff recommends authorizing the City Manager to negotiate and execute an agreement with TR International for an initial five-year term beginning on or about March 1, 2022, and to execute up to five one-year options to renew the agreement after the initial term at the discretion of the City. Maximum compensation is not to exceed \$300,000 during the initial five-year term. Any requests for compensation adjustments must be justified by the vendor and are subject to approval by the City and the annual appropriations of funds.

Vendor to Provide Delivery of Bulk Sulfuric Acid

SVP uses sulfuric acid for pH control of the cooling tower at DVR. This necessary process treatment for the cooling tower is required to maintain limits specified by the Industrial Waste Water Discharge Permit issued by San Jose Environmental Services Department. and preserve the integrity of the tower itself.

In 2021, the City published a formal RFB for the delivery and supply of Sulfuric Acid. Twenty-two (22) vendors viewed the bid, and one bid was received as follows:

Vendor Name	Bid Price
Pacific Star Chemical (dba Northstar Chemical)	\$40,320

Staff recommends an award to Pacific Star Chemical as the sole bidder. Pacific Star Chemical will supply bulk Sulfuric Acid to SVP's DVR plant on an as needed basis.

Staff recommends authorizing the City Manager to negotiate and execute an agreement with Pacific Star Chemical dba Northstar Chemical for an initial five-year term beginning on or about March 1, 2022, and to execute up to five one-year options to renew the agreement after the initial term at the discretion of the City. Costs are not expected to exceed \$300,000 during the initial five-year term. Any requests for compensation increases during the term of the agreement must be justified by the

company and are subject to approval by the City and the annual appropriations of funds. Exercise of option terms after the initial five-year term will be based on renewal quotes from the Pacific Star Chemical.

Bulk Chemical:

Silicon Valley Power (SVP) uses several Bulk Chemicals including Sodium Bisulfite, Sodium Hydroxide, Sodium Hypochlorite at its DVR Power Plant for various water treatment processes.

Pursuant to City Purchasing ordinance, the City intends to enter into a cooperative purchase through the Bay Area Chemical Consortium (BACC), a cooperative group of public agencies each individually established and acting collectively through their authorized agents. BACC issues bids each January for over a dozen bulk chemicals, with responses due in late February and contract awards executed by each respective agencies around the second quarter of the calendar year. The City is unable to enter into the proposed cooperative purchase until around the second quarter of the calendar year. Therefore, staff requests authorization to enter into a purchase order with Univar in an amount not to exceed \$200,000 until such time as the City can enter into an agreement through BACC.

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(a) as it has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. Furthermore, the action being considered is exempt from the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines section 15301 “Existing Facilities” as the activity consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities mechanical equipment or topographical features involving negligible or no expansion of use beyond that existing at the time of the lead agencies determination. Moreover, 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)(5) in that it is a governmental organizational or administrative activity that will not result in direct or indirect changes in the environment.

FISCAL IMPACT

Funding for the following agreements will come from the capital or operating budget based on the asset requiring products or services:

1. Valve inspection, maintenance, and repair services
2. Battery maintenance services
3. Electrical generator maintenance
4. Technical Field Advisor (TFA) Services
5. Portable mixed bed and anion demineralized bottle rental and exchange services
6. Engineering services for electric protection, communications, and control
7. Salt deliveries
8. Delivery of bulk sulfuric acid
9. Bulk chemical delivery services

Funding for consulting and training services for environmental health and safety including safety

compliance, environmental consulting, consulting for emissions, stormwater, and hazardous waste are budgeted in the Electric Utility budget Electric Compliance Division.

Sufficient funding for the agreements is included in the FY 2021/22 and FY 2022/23 Biennial Adopted Operating Budget. Funding for future years is subject to future appropriation and will be included in future budget processes.

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 negotiate and execute an agreement for valve Inspection, maintenance, and repair services with Bay Valve Service and Engineering, LLC in an amount not to exceed \$1,500,000 for an initial three-year term with two one-year options to renew;
2. Authorize the City Manager to negotiate and execute an agreement for battery maintenance services with Associated Power Solutions in an amount not to exceed \$1,500,000 for an initial five-year initial term with up to five one-year options to renew;
3. Authorize the City Manager to negotiate and execute agreements for generator maintenance services in an aggregate amount not to exceed \$3,000,000 for an initial five-year term with up to five one-year options to renew with:
 - a. Electrical Maintenance Consultants
 - b. Brush Americas
 - c. Mitsubishi Powers Americas, Inc.;
4. Authorize the City Manager to negotiate and execute agreements for Technical Field Advisor (TFA) services in an aggregate amount not to exceed \$1,050,000 for an initial five-year term with up to five one-year options to renew with:
 - a. Axis Mechanical Group
 - b. HPI, LLC
 - c. Mitsubishi Powers Americas, Inc.;
5. Authorize the City Manager to negotiate and execute agreements to provide portable mixed bed and anion demineralized bottle rental and exchange services in an aggregate amount not to exceed \$650,000 for an initial five-year term with up to five one-year options to renew with:
 - a. Puretech
 - b. Evoqua Water Technologies LLC;
6. Authorize the City Manager to negotiate and execute agreements to provide electric utility engineering services for electric protection, communications, and control in an aggregate amount not to exceed \$20,000,000 (four million dollars per year shared among nine engineering firms based on project assignment) for an initial five-year term with up to five one-year options to renew with:
 - a. Burns and McDonnell Engineering Company, Inc.

- b. Electrical Consultants, Inc.
 - c. HDR Engineering, Inc.
 - d. Leidos Engineering, LLC
 - e. Power-Tech Engineers, Inc.
 - f. SEL Engineering Services, Inc.
 - g. Soudi Consultants, Inc.
 - h. TRC Solutions, Inc.
 - i. Worley Group, Inc., doing business as Advisian;
7. Authorize the City Manager to negotiate and execute agreements to provide Environmental Health and Safety (EH&S) consulting and training services in an aggregate amount not to exceed \$1,100,000 for an initial five-year term with up to five one-year options to renew with:
- a. BSI Services and Solutions, Inc.
 - b. ESCI, Inc.;
8. Authorize the City Manager to negotiate and execute an agreement for salt delivery services with TR International Trading Company in an amount not to exceed \$300,000 for an initial five-year term with five one-year options to renew;
9. Authorize the City Manager to negotiate and execute an agreement for delivery of bulk sulfuric acid with Pacific Star Chemical doing business as Northstar Chemical in an amount not to exceed \$300,000 for an initial five-year term with five one-year options to renew;
10. Authorize a Purchase Orders with Univar Solutions in an amount not to exceed \$200,000 for delivery of bulk chemicals until such time as the City can enter into an agreement through Bay Area Chemical Consortium; and
11. Authorize the City Manager to execute amendments to increase maximum compensation during the term of the agreements if the demand for services exceeds maximum compensation, subject to the appropriation of funds.

Reviewed by: Manuel Pineda, Chief Electric Utility Officer

Approved by: Deanna J. Santana, City Manager

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

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and HDR Engineering, Inc., a Nebraska 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

Exhibit D – Labor Compliance Addendum (if applicable)

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

2. TERM OF AGREEMENT

- A. Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on November 1, 2022 and terminate on September 30, 2027.
- B. After the Initial Term, City reserves the right, at its sole discretion, to extend the term of this Agreement for up to five (5) additional one-year terms through September 30, 2032 ("Option Periods"). In order to extend the term of the Agreement for the Option Periods, the Parties execute an amendment (or amendments) to the agreement.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

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

- A. All reports, cost 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 satisfy the standard of care set forth in Section 5 below. 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, including any negligent 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 an appropriately licensed and qualified professional 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 AND PAYMENT PROVISIONS." The maximum compensation of this Agreement is one million dollars (\$1,000,000), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. 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, and if Contractor fails to cure the failure within ten (10) days following written notice thereof from the City, City may terminate this Agreement immediately upon written notice to Contractor in addition to all other remedies provided by law.
- 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 the project for which work was authorized, 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 submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

14. HOLD HARMLESS/INDEMNIFICATION

- A. To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, to the extent arising from, 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: Electric Department
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at svpcontracts@santaclaraca.gov

And to Contractor addressed as follows:

HDR Engineering, Inc.
Attn: Christina M. Keithley
3003 Oak Avenue, Suite 500
Walnut Creek, CA 94597
and by e-mail at Christina.Keithley@HDRinc.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 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.

26. WAIVER

Notwithstanding anything to the contrary, in this Agreement and to the fullest extent permitted by law, neither party to this Agreement shall be liable to the other party for any special, incidental, indirect, or consequential damages

(including but not limited to loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; and/or fines or penalties), loss of profits or revenue arising out of, resulting from, or in any way related to Contractor's services or this Agreement from any cause or causes, including but not limited to any such damages caused by negligence, errors or omissions, strict liability or breach of contract.

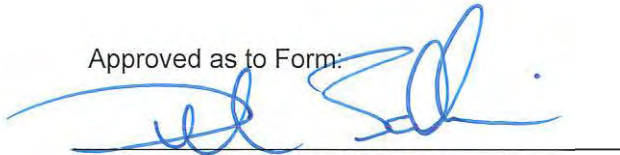
27. OPERATIONAL TECHNOLOGY SYSTEMS

The City agrees that the effectiveness of operational technology systems ("OT Systems") and features designed, recommended or assessed by Contractor are dependent upon City's continued operation and maintenance of the OT Systems in accordance with all standards, best practices, laws, and regulations that govern the operation and maintenance of the OT Systems. City shall be solely responsible for operating and maintaining the OT System in accordance with applicable industry standards (i.e., ISA, NIST, etc.) and best practices, which generally include but are not limited to, cyber security policies and procedures, documentation and training requirements, continuous monitoring of assets for tampering and intrusion, periodic evaluation for asset vulnerabilities, implementation and update of appropriate technical, physical, and operational standards, and offline testing of all software/firmware patches/updates prior to placing updating into production. Security features designed, recommended or assessed by Contractor are intended to reduce the likelihood that OT Systems will be compromised by internal and external breach, compromise, and similar incidents, however, Contractor does not guarantee that City's OT Systems are or will be impenetrable and City agrees to waive any claims against Contractor resulting from any such incidents that relate to the affect the OT Systems.

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

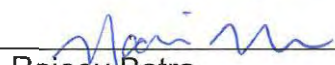
Approved as to Form:



Office of the City Attorney
City of Santa Clara

Dated:

12/15/22



Rajeev Batra
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

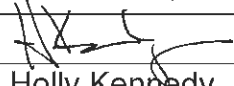
"CITY"

HDR ENGINEERING, INC.
a Nebraska corporation

Dated: November 3, 2022

By (Signature):

Name:


Holly Kennedy

Title:

Senior Vice President

Principal Place of

3003 Oak Avenue, Suite 500

Business Address:

Walnut Creek, CA 94597

Email Address:

Holly.Kennedy@HDRinc.com

Telephone:

(916) 817-4700

"CONTRACTOR"

EXHIBIT A SCOPE OF SERVICES

City does not give any guarantee to Contractor that City will select Contractor for the performance of any Call for Proposal. If City selects Contractor to perform a Call for Proposal, Contractor shall perform the services in this Exhibit A but only to the extent detailed in the Purchase Order.

1 ELECTRIC UTILITY ENGINEERING SERVICES

Contractor shall perform electric utility engineering services including, but not limited to the following:

- 1.1** Maintain and update SVP's Aspen Oneliner model including developing project-specific models for Aspen Oneliner model and/or Power Flow.
- 1.2** Perform engineering studies including, but not limited to:
 - 1.2.1** System impact Studies
 - 1.2.2** Equipment capacity and rating,
 - 1.2.3** Load calculations,
 - 1.2.4** Coordination studies,
 - 1.2.5** Arc-flash study,
 - 1.2.6** Short circuit study for proposed system changes or additions to SVP's system or interconnection points including customers and Pacific Gas and Electric Company (PG&E);
- 1.3** Perform event and/or root cause analysis;
- 1.4** Perform protection coordination studies which may include SVP's electrical system as well as interconnection points with customers and PG&E;
- 1.5** Develop and review protective device, metering, and automation device settings and logic;
- 1.6** Perform Arc Flash studies using SVP recommended software;
- 1.7** Prepare and documenting North American Electric Reliability Corporation (NERC) compliance reports;
- 1.8** Review and/or prepare electrical drawings and recommend options to improve safety and reliability of SVP generation, transmission, and distribution system;
- 1.9** Update Protection, Control, and Automation (PCA) documents;
- 1.10** Providing test plans, review test reports of electrical equipment including but not limited to: relays, transformers, circuit breakers, and battery systems;

- 1.11** Providing engineering support for equipment commissioning and energization activities including but not limited to: design changes, and support testing as required by SVP; and
- 1.12** Providing on-call protection engineering support services including but not limited to: reviewing test reports of relays, transformers, and batteries; and providing test plans.
- 1.13** Electric Utility Operational Technology Engineering Services:
 - 1.13.1** Support services for legacy Power Quality (PQ) system ION power logic 6.0 including: database management, system assessment, programming, and corrective actions report;
 - 1.13.2** ION meter programming and configuration;
 - 1.13.3** PQ server upgrade support services;
 - 1.13.4** Support services for server maintenance and cyber security compliance for onsite and/or cloud solutions;
 - 1.13.5** Support services for maintenance and upgrade of synchrophasor systems;
 - 1.13.6** Support services for automation and control devices; and
 - 1.13.7** Scoping and planning services to upgrade existing multiplexer system. This includes but is not limited to: development and review of communication drawings, specifications, and recommendations to improve the system.
- 1.14** Owners Engineering and Project Management Services
 - 1.14.1** Performing system analysis studies as directed by SVP including, but limited to: Short Circuit Studies; Area Coordination Studies; Planning Studies; Facilities Rating Studies; Arch Flash Studies; System Impact Studies for interconnection; Project development and system expansion studies; and Standards development studies.
 - 1.14.2** Providing project management including but not limited to: scope development, invoicing, tracking deliverables, responding to RFI's, and financial reporting;
 - 1.14.3** Substation and generation plant design services, including developing detailed engineering drawings;
 - 1.14.4** Providing cost estimates for equipment;
 - 1.14.5** Developing standards, procedures, operations guides, and training; and
 - 1.14.6** Providing support services for construction and testing crews.

- 1.15** Western Electricity Coordinating Council (WECC) and NERC reliability standards analysis and support services as further detailed in Section 2 of this Exhibit A.

2 NERC STANDARDS

2.1 Background:

2.1.1 Silicon Valley Power (SVP) is designated as a Transmission Owner, Transmission Operator, Generator Owner, Generator Operator and Distribution Provider. The California Independent System Operator (CAISO) is SVP's Planning Coordinator, Reliability Coordinator and Balancing Authority.

2.1.2 SVP operates equipment at 230kV and 115Kv.

2.2 Contractor will assist SVP's to assure compliance with all NERC standards as they may be amended. Contractor shall remain up to date on all applicable NERC and WECC standards related to the services performed by Contractor. The following are examples:

2.2.1 Generation: MOD-025-2, MOD-026-1, MOD-027-1, PRC-019-2, PRC-024-2, PRC-025-2, PRC-026-1R R2-R4

2.2.2 Facilities: FAC-001-3, FAC-002-3, FAC-005-WECC-1, PRC-010-2, PRC-018-2

2.2.3 Transmission Planning: FAC-014-2, FAC-002-3, FAC-008-3, PRC-006-5, TPL-001-4 or -5, TPL-007-4

2.2.4 Protection Systems: PRC-002-2, PRC-004-6, PRC-005-6, PRC-019-2, PRC-024-2, PRC-023-4, PRC-026-1, PRC-027-1

3 PROJECT QUOTES AND AUTHORIZATION OF WORK

3.1 Qualified Shortlist

3.1.1 Contractor is part of a shortlist of vendors the City has approved to provide the required electric utility engineering services ("Shortlisted Contractors").

3.1.2 When electric utility engineering services are required City may, at its sole discretion, directly assign work to Contractor ("direct assignment"), or facilitate a secondary competitive process among some or all of the Shortlisted Contractors ("Call for Proposal").

3.1.3 When Contractor will be required to perform services on an ongoing basis, such ongoing services shall be authorized using the Authorization of Work process in this Section 3.

3.2 Project Quotes and Authorization of Work

- 3.2.1** When services are required by the City, City shall request a quote or task order from Contractor for such Services. City's request will generally include the following information:
 - 3.2.1.1** Project description;
 - 3.2.1.2** Services requested including location;
 - 3.2.1.3** Preliminary project schedule;
 - 3.2.1.4** Confirmation of prevailing wage and DIR requirements.
- 3.2.2** Contractor shall submit a quote for the required services in advance of commencing work, with the exception of emergency services as described in the Emergency Services section 3.2.8 or in the event described in Section 3.2.9.3.
- 3.2.3** Contractor's quote shall include the following details:
 - 3.2.3.1** The specific service(s) to be performed;
 - 3.2.3.2** Location where services will be performed;
 - 3.2.3.3** The project schedule when requested by City;

The project schedule shall point out any activities and/or products or materials that may impact the project timeline, including but not limited to, lead time(s) for material sourcing; shipping and receiving delays; and any other delays.
 - 3.2.3.4** Estimated cost for the requested services, including the following. Items not specified are assumed to be included in the hourly rate.
 - 3.2.3.4.1** Labor costs
 - 3.2.3.4.2** Tools and materials;
 - 3.2.3.4.3** Equipment;
 - 3.2.3.4.4** Subcontractor services
 - 3.2.3.4.5** Any additional costs such as travel, taxes, fees and any other reimbursable expenses; and
 - 3.2.3.4.6** Total not to exceed price.
 - 3.2.3.5** DIR Number for any Subcontractors.
- 3.2.4** Items not included in the quote are assumed to be included in the hourly rate.
- 3.2.5** Materials and equipment with a value that exceeds the City's competitive threshold may require a separate quoting process.

- 3.2.6** Where the terms of any quote or task order are in conflict with this Agreement, the terms of this Agreement shall prevail.
- 3.2.7** All submitted pricing shall be in accordance with the rates authorized in Exhibit B of this Agreement.
- 3.2.8** The City shall authorize work by issuing Purchase Order referencing this Agreement and the quote or task Order. With the exception of emergency services as described in the Emergency Services section 3.2.8 or in the event described in Section 3.2.9.3. Contractor shall not commence work unless Contractor has received a Purchase Order.
- 3.2.9** Emergency Services
- 3.2.9.1** An emergency service is defined as an unforeseen event, circumstance, or combination thereof that the City reasonably determines to require immediate action, presents an ongoing danger to public health and safety, and/or imperils SVP facilities and equipment.
- 3.2.9.2** Emergency services may only be authorized, in writing by an Assistant Director of the Electric Utility, Electric Utility Chief Operating Officer, or Chief Electric Utility Officer (e-mail is acceptable).
- 3.2.9.3** Emergency services may be approved verbally, where appropriate, only by the SVP staff identified above. When verbal authorization is given, Contractor shall follow up with City for written confirmation within three (3) days.
- 3.2.9.4** When emergency services are required, Contractor shall send a quote to City for the required services as soon as possible, but no later than within three (3) business days of starting work. The quote shall be detailed in accordance with this Section 3 and shall include any completed work as well as any additional work required to complete services associated with the emergency.
- 3.2.10** Changes
- 3.2.10.1** Contractor shall notify the City immediately when a situation occurs that may result in a change to the quoted project cost. Contractor shall provide reason for the change specific to each Purchase Order.
- 3.2.10.2** In the event that unanticipated site conditions or other issues result in costs that exceed the approved purchase order, Contractor shall submit to the City an updated quote or task order for review and approval from the City in advance of performing the work and shall receive an

updated Purchase Order in advance of performing additional work.

3.2.10.3 In the event that issues are identified that can be most efficiently and economically resolved while on site, changes may be approved verbally (in the field), by telephone, or e-mail by the following authorized individuals: Assistant Director of the Electric Utility, Electric Utility Chief Operating Officer, or Chief Electric Utility Officer. Contractor shall provide an updated quote within two (2) business days so that such changes can be documented in a Purchase Order within four (4) business days.

3.2.11 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.

3.2.12 SVP shall not be required to pay a deposit or any other form of prepayment prior to the Contractor beginning work.

4 SCHEDULE OF PERFORMANCE

- 4.1** Contractor shall perform the services listed above, as needed during business hours (M-F 9:00am – 5:00pm).
- 4.2** Any work required using overtime rates shall be identified and approved in writing by City prior to work commencing.
- 4.3** Contractor may be required to perform the services onsite and/or remotely.

5 REPORTING AND DOCUMENTATION

- 5.1** Contractor shall provide regular status updates on services performed during the term of the agreement. Depending on work activity, status updates may be required daily, weekly, or monthly at the direction of SVP.
- 5.2** Required reports may include cost and schedule updates for services Contractor is providing to the City.
- 5.3** Additional reporting shall be indicated in the scope for specific Purchase Orders.

6 STAFFING REQUIREMENTS

- 6.1** The Contractor shall be solely responsible for selecting, hiring, employing, paying, supervising, training and discharging all personnel necessary to perform the required services.
- 6.2** Contractor shall employ only competent, skilled workers who are appropriately trained and/or licensed to perform the required services.

- 6.3** Contractor shall ensure the following employment standards for all employees (including subcontractors) are complied with and enforced throughout the term of this Agreement.
- 6.3.1** Legally authorized to work in United States.
 - 6.3.2** Sufficiently fluent in English to: (a) comprehend the instructions of Contractor personnel; (b) offer the level of customer service established by SVP; (c) understand the safety and operating instructions on any equipment used; and (d) communicate with emergency personnel during emergencies;
- 6.4** Contractor shall be responsible for understanding and complying with any training and licensing required for the performance of the services described in this Exhibit A, including but not limited to, DOT requirements for commercial driver's license and required drug testing if applicable.
- 6.5** SVP may request verification of the assigned employees' qualifications at any time. Contractor shall promptly provide such verification upon request by SVP.
- 6.6** Contractor shall ensure that all its employees and agents abide by established local, state and federal safety rules and regulations.
- 6.7** Contractor's employees and any subcontractors shall supply proper identification when requested by SVP.
- 6.8** Contractor shall inform SVP immediately of any change in key personnel assigned to this project.
- 6.8.1** Contractor shall submit the resumes and other qualifications of the proposed replacement employee(s) to SVP for review and approval.
 - 6.8.2** SVP shall not unreasonably withhold approval.
- 6.9** SVP reserves the right to request the removal of any Contractor employee(s) who does not conduct themselves in a courteous, professional manner, or whose actions endanger the safety of people or property. The Contractor shall promptly respond to requests for replacement personnel.

7 SAFETY

- 7.1** Contractor shall comply with all site-specific safety requirements and procedures including but not limited to Lockout/Tagout (LOTO), Confined Space, Fall Protection, Chemical Safety, Hazardous Waste and Personnel Protective Equipment (PPE).
- 7.2** Contractor, its employees, and any subcontractors shall always act in a safe manner while on SVP property.
- 7.3** Contractor's safety provisions shall be in accordance with all applicable federal, state, county, and local laws, ordinances and codes.

- 7.4** Contractor's employees (including any subcontractors) shall not use or possess alcohol, narcotics, firearms, or drugs of any nature other than medical (for which the Contractor's employee has a current doctor's prescription) on City property and while performing services for the City. Employees using prescribed medication will not engage in any work if the medication can potentially impair the employee's ability to perform the work safely.
- 7.5** Contractor's employees (including any subcontractors) shall utilize appropriate Personal Protective Equipment (PPE) and Fire Resistant (FR) clothing, as required. Contractor shall provide the required PPE and FR clothing at its own expense.
- 7.6** Contractor shall immediately remove any personnel who is acting in an unsafe or dangerous manner.

8 EMPLOYEE TRAINING

- 8.1** Contractor shall train all employees (including subcontractors) assigned to perform the required services.
- 8.2** Contractor's employee training shall be at no cost to SVP.
- 8.3** Contractor shall ensure that all employees (including subcontractors) who will be involved in the performance of services for SVP understand how to safely inspect, maintain, and repair systems as required for their respective positions.

9 PROFESSIONAL BEHAVIOR

- 9.1** Contractor shall be responsible for the conduct, demeanor and appearance of its employees while on or about the job site or while acting in the course and scope of employment.
- 9.2** Contractor's employees shall be neat and clean, and shall act in a courteous and professional manner. No employee shall use improper language or act in a loud, offensive, or otherwise improper manner.
- 9.3** Contractor's employees shall be trained as to the requirements of their positions and the importance of performing their jobs according to the SVP's instructions.
- 9.4** Contractor's employees shall be all times polite and courteous in their dealings with SVP staff and members of the public, treating them with patience and respect.
- 9.5** Contractor's employees shall speak clearly and in a professional manner while interacting with members of the public, offering the assistance needed by each person.
- 9.6** Contractor shall submit any complaints received against it to the City immediately

EXHIBIT B SCHEDULE OF FEES

1 MAXIMUM COMPENSATION

The maximum amount of compensation to be paid to Contractor during the Initial Term of this Agreement shall be the amount specified in Section 6 (COMPENSATION AND PAYMENT) of the Agreement.

2 RATES

- 2.1** City shall pay Contractor in accordance with the rates specified in Exhibit B-1 – Hourly Rates attached and incorporated by reference:
- 2.2** All services shall be quoted and authorized using the Purchase Order process outlined in Exhibit A, Section 3 – Project Quotes and Authorization of Work
- 2.3** Rates shall remain fixed through December 31, 2023. Sixty (60) days before a requested rate change which shall be effective no sooner than January 1, 2024, and annually after that, Contractor may request adjustments to the compensation rates subject to the following provisions:
 - 2.3.1** The Contractor must demonstrate to the satisfaction of the City that a price increase is warranted.
 - 2.3.2** City approval or denial of the requested rate adjustment will be provided in writing (e-mail acceptable).

3 REIMBURSABLE EXPENSES

- 3.1** Contractor may submit invoices for reimbursement of expenses set forth below, subject to the following conditions.
- 3.2** Expenses shall be reimbursable only to the extent that the Contractor submits sufficient documentation to City that the expenses were directly incurred in providing the required services and that such expenses aren't included in fixed or hourly rates, and that such expenses were included in the project quote or work authorization pursuant to Section 3 of Exhibit A..
- 3.3** The following expenses may be reimbursable by City.
 - 3.3.1** Travel-related expenses (mileage, lodging, meals, etc.);
 - 3.3.1.1** 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>

- 3.3.1.2** Rental car and airfare, where required, shall be at economy class.
 - 3.3.1.3** City shall not reimburse local travel (within Santa Clara County).
 - 3.3.2** The cost of third-party subconsultants to the extent City has preapproved, in writing.
 - 3.3.3** The cost of mailing, shipping and/or delivery of any documents or materials on behalf of City.
 - 3.3.4** Any other expenses expressly identified as being reimbursable and approved according to the process in Section 3 of Exhibit A.
- 3.4** Except as specified in this Agreement, City will reimburse these expenses at actual cost plus eight percent (8%).
- 3.5** An estimate of reimbursable expenses shall be included in each quote.

4 INVOICING AND PAYMENTS

- 4.1** Contractor shall submit an invoice to City monthly, in arrears, for payment for services performed the previous month, pursuant to this Agreement.
- 4.2** Each invoice shall include the task costs for the previous month and each invoice shall only include only work associated with a single task order or quote.
- 4.3** City shall review the invoice submitted by Contractor and shall notify Contractor of any discrepancies or deficiencies in said invoice.
- 4.4** If City disputes an expense in an invoice, City may deduct the disputed expense from the payment of that invoice, provided that City submits to Contractor a written explanation of why the expense is being disputed.
- 4.5** 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. City will pay all undisputed amounts within 30 days following receipt of Contractor's invoice.

EXHIBIT B-1 RATES

HDR Hourly Rates

CLASSIFICATION	LEVEL I RATE	LEVEL II RATE	LEVEL III RATE	LEVEL IV RATE	LEVEL V RATE
Design Engineers/EITs	\$112	\$117	\$123	\$138	\$142
Project Engineers	\$151	\$165	\$173	\$184	\$196
Project Managers					
Senior Engineers	\$201	\$218	\$237	\$254	\$267
Senior Project Managers					
Project Principal	\$273	\$283	\$298	\$314	\$329
Senior Technical Advisors					
Designers/Technicians	\$105	\$119	\$131	\$148	\$167
CADD/BIM Specialists	\$98	\$102	\$113	\$127	\$141
Accounting/Administration	\$98	\$102	\$113	\$127	\$141

APT Hourly Rates

BILLING CLASSIFICATION	RATE
Senior Engineer	\$225
Senior Field Service	\$200
Application Engineer	\$200
Field Service	\$150

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:

\$3,000,000 Each Occurrence
\$3,000,000 General Aggregate
\$3,000,000 Products/Completed Operations Aggregate
\$3,000,000 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.

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 include the types of work performed under this agreement. Coverage shall be in an amount of not less than one million dollars (\$3,000,000) per claim or two million dollars (\$3,000,000) 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 indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.
3. Cancellation.
 - a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.
 - b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.
4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through 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 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

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.

EXHIBIT D 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 and are on file with the City Clerk's office, which shall be available to any interested party upon request. Contractor is also required to have a copy of the applicable wage determination posted and/or available at each job site.
2. Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime must be paid for work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813.
3. Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Depending on the location of the project and the amount of travel incurred by workers on the project, certain travel and subsistence payments may also be required. Contractors and subcontractors are on notice that information about such special rates, holidays, premium pay, shift work and travel and subsistence requirements can be found at www.dir.ca.gov.
4. Only bona fide apprentices actively enrolled in a California Division of Apprenticeship Standards approved program may be employed on the project as an apprentice and receive the applicable apprenticeship prevailing wage rates. Apprentices who are not properly supervised and employed in the appropriate ratio shall be paid the full journeyman wages for the classification of work performed.
5. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, Contractor agrees to present to City, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. The term "certified payroll" shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 *et seq.*, as well as any additional documentation requested by the City or its designee including, but not limited to: certified

payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.

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

B. Audit Rights

All records or documents required to be kept pursuant to this Agreement to verify compliance with this 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.

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.

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

PREAMBLE

This agreement ("Amendment No. 1") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and HDR Engineering, Inc., a Nebraska 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 HDR Engineering, Inc., dated December 15, 2022 (Agreement) for the purpose of having Contractor provide electric utility engineering services, and
- B. The Parties now wish to amend the Agreement to update the scope of services and rates.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. Section 1 of the Agreement, entitled "Agreement Documents" is amended in its entirety to read as follows:

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

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance Addendum

Exhibit E – Sample Work Authorization Form

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

2. Exhibit A – Scope of Services is hereby deleted in its entirety and replaced with the attached Exhibit A – Scope of Services – Amended May 1, 2024, which is hereby incorporated into the Agreement.
3. Exhibit B – Schedule of Fees is deleted in its entirety and replaced with the attached Exhibit B – Compensation and Fee Schedule – Amended May 1, 2024, which is hereby incorporated into the Agreement.
4. Exhibit E – Sample Work Authorization is hereby added to the Agreement, which is attached hereto 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.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:



GLEN R. GOOGINS
City Attorney

Dated:

5/1/2024

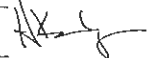


JOVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

HDR ENGINEERING, INC.
a Nebraska corporation

Dated: April 26th, 2024

By (Signature): 

Name: Holly Kennedy

Title: Senior Vice President

Principal Place of Business Address: 3003 Oak Avenue, Suite 500
Walnut Creek, CA 94597

Email Address: Holly.Kennedy@HDRinc.com

Telephone: (916) 817-4700

"CONTRACTOR"

AMENDMENT NO. 1
AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND HDR ENGINEERING, INC.
EXHIBIT A – SCOPE OF SERVICES
AMENDED MAY 1, 2024

1 ELECTRIC UTILITY ENGINEERING SERVICES

Contractor shall perform electric utility engineering services including, but not limited to the following:

- 1.1** Maintain and update Silicon Valley Power (SVP's) Aspen Oneliner model including developing project-specific models for Aspen Oneliner model and/or Power Flow;
- 1.2** Perform engineering studies including, but not limited to:
 - 1.2.1** System impact studies
 - 1.2.2** Equipment capacity and rating,
 - 1.2.3** Load calculations,
 - 1.2.4** Coordination studies,
 - 1.2.5** Arc-flash studies,
 - 1.2.6** Short circuit study for proposed system changes or additions to SVP's system or interconnection points including customers and Pacific Gas and Electric Company (PG&E);
- 1.3** Perform event and/or root cause analysis;
- 1.4** Perform protection coordination studies which may include SVP's electrical system as well as interconnection points with customers and PG&E;
- 1.5** Develop and review protective device, metering, and automation device settings and logic;
- 1.6** Perform Arc Flash studies using SVP recommended software;
- 1.7** Prepare and documenting North American Electric Reliability Corporation (NERC) compliance reports;
- 1.8** Review and/or prepare electrical drawings and recommend options to improve safety and reliability of SVP generation, transmission, and distribution system;
- 1.9** Update Protection, Control, and Automation (PCA) documents;

- 1.10** Providing test plans, review test reports of electrical equipment including but not limited to: relays, transformers, circuit breakers, and battery systems;
- 1.11** Provide engineering support for equipment commissioning and energization activities including but not limited to: design changes, and support testing as required by SVP; and
- 1.12** Provide on-call protection engineering support services including but not limited to: reviewing test reports of relays, transformers, and batteries; and providing test plans.
- 1.13** Electric Utility Operational Technology Engineering Services such as:
 - 1.13.1** Support services for legacy Power Quality (PQ) system ION power logic 6.0 including: database management, system assessment, programming, and corrective actions report;
 - 1.13.2** ION meter programming and configuration;
 - 1.13.3** PQ system upgrade support services;
 - 1.13.4** Support services for server maintenance and cyber security compliance for onsite and/or cloud solutions;
 - 1.13.5** Support services for maintenance and upgrade of synchrophasor systems;
 - 1.13.6** Support services for automation and control devices; and
 - 1.13.7** Scoping and planning services to upgrade existing multiplexer system. This includes but is not limited to: development and review of communication drawings, specifications, and recommendations to improve the system.
- 1.14** Owners Engineering and Project Management Services such as:
 - 1.14.1** System analysis studies as directed by SVP including, but not limited to: short circuit studies; area coordination studies; planning studies; facilities rating studies; arc flash studies; system impact studies for interconnection; project development and system expansion studies; and standards development studies.
 - 1.14.2** Project management including but not limited to: scope development, invoicing, tracking deliverables, responding to RFI's, and financial reporting;
 - 1.14.3** Substation and generation plant design services, including developing detailed engineering drawings;
 - 1.14.4** Provide cost estimates for equipment;
 - 1.14.5** Develop standards, procedures, operations guides, and training; and
 - 1.14.6** Provide support services for construction and testing crews.

- 1.15** Western Electricity Coordinating Council (WECC) and NERC reliability standards analysis and support services as further detailed in Section 2 of this Exhibit A.

2 NERC STANDARDS

2.1 Background:

2.1.1 SVP is designated as a Transmission Owner, Transmission Operator, Generator Owner, Generator Operator and Distribution Provider. The California Independent System Operator (CAISO) is SVP's Planning Coordinator, Reliability Coordinator and Balancing Authority.

2.1.2 SVP operates equipment at 230kV and 115Kv.

2.2 Contractor will assist SVP to assure compliance with all NERC standards as they may be amended. Contractor shall remain up to date on all applicable NERC and WECC standards related to the services performed by Contractor. The following are examples:

2.2.1 Generation: MOD-025-2, MOD-026-1, MOD-027-1, PRC-019-2, PRC-024-2, PRC-025-2, PRC-026-1R R2-R4

2.2.2 Facilities: FAC-001-3, FAC-002-3, FAC-005-WECC-1, PRC-010-2, PRC-018-2

2.2.3 Transmission Planning: FAC-014-2, FAC-002-3, FAC-008-3, PRC-006-5, TPL-001-4 or -5, TPL-007-4

2.2.4 Protection Systems: PRC-002-2, PRC-004-6, PRC-005-6, PRC-019-2, PRC-024-2, PRC-023-4, PRC-026-1, PRC-027-1

3 WORK AUTHORIZATION PROCESS

3.1 Contractor acknowledges that Contractor is one of seven (7) firms selected to perform electric utility engineering services, pursuant to seven (7) separate agreements (collectively, the "Electric Utility Engineering Agreements"). Specific Services will be assigned as set forth below.

3.2 City does not give any guarantee to Contractor that City will select Contractor for the performance of any Work Request or any other Services. If City selects Contractor to perform a Work Request, Contractor shall perform the services in this Exhibit A but only to the extent detailed in the Work Authorization and Purchase Order.

3.3 When Contractor will be required to perform services on an on-going basis, such ongoing services shall be authorized using the Work Authorization Process in this Section 3.

3.4 Work Request

3.4.1 When electric utility engineering services are required, SVP will notify one or more contractors under Electric Utility Engineering Agreements for the proposed services.

3.4.2 SVP will provide a description of the Services required, the basis of award, the deadline for response, and any other relevant information (Work Request).

3.5 Proposal

3.5.1 If Contractor has the required expertise and desires to submit a proposal, Contractor shall prepare and submit a proposal (Proposal) that includes:

3.5.1.1 The specific service(s) to be performed. Detail of the services should have a level of detail reflective of the scope, timeline, and cost of the specific project.

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

3.5.1.3 A project timeline/schedule with discussion on any activities that may impact the project timeline/schedule such as, but not limited to, material delays or permitting.

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

3.5.1.5 Any required drawings or documents.

3.5.1.6 A list of City responsibilities.

3.5.1.7 An itemized cost proposal showing:

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

3.5.1.7.2 Subcontractor costs including subcontractor DIR number where required and indicating prevailing wage and non-prevailing wage services.

3.5.1.7.3 Parts/materials

3.5.1.7.4 Rental and/or specialty equipment

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

3.5.1.7.6 Any additional costs including, but not limited to freight, permits, fees.

3.5.1.7.7 Breakdown of materials and labor sufficient to calculate sales tax. Taxable and non-taxable items shall be itemized in a manner that will permit the City to accurately calculate sales tax.

3.5.1.7.8 Estimated total cost including sales tax.

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

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

3.5.2 The City will review the Proposal, and may elect to approve it, reject it, or use it as a basis for further negotiations with Contractor. Contractor must submit a revised Proposal to the City based upon such negotiations. The final proposal shall include a clear breakdown of materials and labor indicating taxable and non-taxable items and an estimate of sales tax.

3.6 Work Authorization:

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

3.6.2 To authorize work, the City and Contractor shall execute a Work Authorizations in substantially the same format as Exhibit E. Each Work Authorization shall describe the proposed services and deliverables the Contractor must provide, the time limit

within which the Contractor must complete the proposed service and deliverables, and the compensation for the services.

3.6.3 Subject to the terms and conditions of this Agreement, Contractor and City will negotiate the specific scope and requirements of each Work Authorization. Upon execution by the Parties, the Work Authorization shall become an Approved Work Authorization.

3.6.4 Each Approved 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 Approved Work Authorization.

3.6.5 Only the Assistant Director of the Electric Utility, Electric Utility Chief Operating Officer, or Chief Electric Utility Officer may, on behalf of the City, execute a Work Authorization. Purchase Orders are issued by the Finance Department.

3.7 Changes to Work Authorization:

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

3.7.2 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.

3.7.3 In the event that unanticipated site conditions or other issues result in costs that exceed total of the Approved Work Authorization or changes to line items in an Approved Work Authorization or in the Purchase Order, Contractor shall submit to the City an updated Proposal for review and approval from the City in advance of performing any additional required services. The City will issue a new or amended Work Authorization and changed Purchase Order to authorize such additional services. Each changed Work Authorization and Purchase Order shall amend the Services and be incorporated into the Services by reference.

3.7.4 Contractor shall not initiate the additional services associated

with changes and the City will not compensate the Contractor until the City has executed the Work Authorization for such additional services where applicable ("Approved Work Authorization") and issued a Purchase Order or changed Purchase Order.

- 3.8** Proposals, pricing, and quotes are not confidential and will not be treated as confidential even if marked confidential when submitted.
- 3.9** An Approved Work Authorization must be consistent with – and cannot alter – the terms and conditions of this Agreement. The terms and conditions of this Agreement shall prevail over any and all terms and conditions contained in an Approved Work Authorization – even if the Approved Work Authorization expressly states that it is intended to control. Any conflicting terms and conditions in an Approved Work Authorization are invalid and unenforceable.
- 3.10** Each Approved Work Authorization and Purchase Order including those authorized prior to execution of this Amendment No. 1 shall be incorporated into the Agreement by reference and subject to its terms and conditions and the Services contained therein shall be included within the Services.
- 3.11** If Contractor begins the Services or fails to dispute a Purchase Order within three (3) business days, Contractor is assumed to have accepted the terms of the Purchase Order.
- 3.12** The City (through the individuals listed in Section 3.6.5 or, in the case of Purchase Orders, the Finance Department) may terminate an Approved Work Order 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.
- 3.13** 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.
- 3.14** Contractor shall not initiate the additional services and the City will not compensate the Contractor until the City has executed the Work Authorization for such additional services where applicable ("Approved Work Authorization") and issued a Purchase Order.

4 E-BUILDER

- 4.1** When required by City, Contractor shall use e-Builder for submission of data and documents throughout the term of this agreement.
- 4.2** 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.
- 4.3** 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.
- 4.4** 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.
- 4.5** 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.
- 4.6** 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.
- 4.7** 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.
- 4.8** 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.

- 4.9** 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 use the existing forms and processes in e-Builder to the maximum extent possible. If a required form does not exist in e-Builder, the Contractor shall include a form of its own or one provided by the City (if available) as an attachment to a submittal or process. Documents and information to be submitted electronically include, but are not limited to:

4.9.1 Correspondence,

4.9.2 Meeting minutes,

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

4.9.4 Requests for Information (RFI's),

4.9.5 Submittals and shop drawings,

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

4.9.7 Pay applications,

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

4.9.9 Pre-Task Plans (PTPs),

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

4.9.11 All official reports, such as commissioning reports,

4.9.12 Notices and claims,

4.9.13 Operations and maintenance manuals,

4.9.14 All close-out documents, and

4.9.15 All testing results

4.10 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 each project. Such data shall be available to City and authorities with the jurisdiction (including funding agencies or representatives) on demand.

4.11 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.

5 SCHEDULE OF PERFORMANCE

5.1 Unless otherwise requested and authorized by City, Contractor shall perform the services listed above, as needed, during business hours (M-F 8:00am to 5:00pm).

5.2 Contractor may be required to perform the services onsite and/or remotely.

6 REPORTING AND DOCUMENTATION

6.1 Contractor shall provide regular status updates on Services performed during the term of the Agreement. Depending on work activity, status updates may be required daily, weekly, or monthly at the direction of SVP.

6.2 Required reports may include cost and schedule updates for services Contractor is providing to the City.

6.3 Additional reporting shall be indicated in the scope for specific Approved Work Authorization.

7 STAFFING REQUIREMENTS

7.1 The Contractor shall be solely responsible for selecting, hiring, employing, paying, supervising, training and discharging all personnel necessary to perform the required services.

7.2 Contractor shall employ only competent, skilled workers who are appropriately trained and/or licensed to perform the required services.

7.3 Contractor shall ensure the following employment standards for all employees (including subcontractors) are complied with and enforced throughout the term of this Agreement.

7.3.1 Legally authorized to work in United States.

7.3.2 Sufficiently fluent in English to: (a) comprehend the instructions of Contractor personnel; (b) offer the level of customer service established by SVP; (c) understand the safety and operating instructions on any equipment used; and (d) communicate with emergency personnel during emergencies.

- 7.4** Contractor shall be responsible for understanding and complying with any training and licensing required for the performance of the services described in this Exhibit A, including but not limited to, DOT requirements for commercial driver's license and required drug testing if applicable.
- 7.5** SVP may request verification of the assigned employees' qualifications at any time. Contractor shall promptly provide such verification upon request by SVP.
- 7.6** Contractor shall ensure that all its employees and agents abide by established local, state and federal safety rules and regulations.
- 7.7** Contractor's employees and any subcontractors shall supply proper identification when requested by SVP.
- 7.8** Contractor shall inform SVP immediately of any change in key personnel assigned to this project.
 - 7.8.1** Contractor shall submit the resumes and other qualifications of the proposed replacement employee(s) to SVP for review and approval.
 - 7.8.2** SVP shall not unreasonably withhold approval.
- 7.9** SVP reserves the right to request the removal of any Contractor employee(s) who does not conduct themselves in a courteous, professional manner, or whose actions endanger the safety of people or property. The Contractor shall promptly respond to requests for replacement personnel.

8 SAFETY

- 8.1** Contractor shall comply with all site-specific safety requirements and procedures including but not limited to Lockout/Tagout (LOTO), Confined Space, Fall Protection, Chemical Safety, Hazardous Waste and Personnel Protective Equipment (PPE).
- 8.2** Contractor, its employees, and any subcontractors shall always act in a safe manner while on SVP property.
- 8.3** The Contractor shall be responsible for creating a safe work environment for all personnel and City employees as well as for traffic control at the job site.
- 8.4** Contractor's safety provisions shall be in accordance with all applicable federal, state, county, and local laws, ordinances and codes.
- 8.5** Contractor's employees (including any subcontractors) shall not use or possess alcohol, narcotics, firearms, or drugs of any nature other than medical (for which the Contractor's employee has a current doctor's prescription) on City property and while performing services for the City. Employees using prescribed medication will not engage in any work if the medication can potentially impair the employee's ability to perform the work safely.

- 8.6** Contractor's employees (including any subcontractors) shall utilize appropriate Personal Protective Equipment (PPE) and Fire Resistant (FR) clothing, as required. Contractor shall provide the required PPE and FR clothing at its own expense.
- 8.7** Contractor shall immediately remove any personnel who is acting in an unsafe or dangerous manner.

9 EMPLOYEE TRAINING

- 9.1** Contractor shall train all employees (including subcontractors) assigned to perform the required services.
- 9.2** Contractor's employee training shall be at no cost to SVP.
- 9.3** Contractor shall ensure that all employees (including subcontractors) who will be involved in the performance of services for SVP understand how to safely inspect, maintain, and repair systems as required for their respective positions.

10 PROFESSIONAL BEHAVIOR

- 10.1** Contractor shall be responsible for the conduct, demeanor and appearance of its employees while on or about the job site or while acting in the course and scope of employment.
- 10.2** Contractor's employees shall be neat and clean, and shall act in a courteous and professional manner. No employee shall use improper language or act in a loud, offensive, or otherwise improper manner.
- 10.3** Contractor's employees shall be trained as to the requirements of their positions and the importance of performing their jobs according to the SVP's instructions.
- 10.4** Contractor's employees shall be all times polite and courteous in their dealings with SVP staff and members of the public, treating them with patience and respect.
- 10.5** Contractor's employees shall speak clearly and in a professional manner while interacting with members of the public, offering the assistance needed by each person.

AMENDMENT NO. 1
AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND HDR ENGINEERING, INC.
EXHIBIT B - COMPENSATION AND FEE SCHEDULE
AMENDED MAY 1, 2024

SECTION 1. MAXIMUM COMPENSATION

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

SECTION 2. RATES

- 2.1 This is a time and materials agreement. Contractor shall submit Proposals and invoice all Services at the rates listed in Appendix B-1 – LABOR RATES AMENDED MAY 1, 2024 attached and incorporated by reference.
- 2.2 Rates listed in Appendix B-1 are fully burdened.
- 2.3 Rate Increase. Rates may be negotiated no more than once annually. Contractor shall notify the City ninety (90) days in advance of any proposed rate increase. Any rate increases are subject to approval by the City and must be substantiated by the Contractor to the satisfaction of the City. All rate adjustments must be approved by the City through an amendment to this Agreement. References to alternate rates in quotes that have not been separately authorized pursuant to this section are not approved.
- 2.4 Reimbursable Expenses. Any and all reimbursable expenses related to each Work Authorization or Purchase Order shall be described in Contractor's Proposal as set forth in Section 3 of Exhibit A and accounted for in the total cost for each Proposal, Work Authorization, and Purchase Order. Expenses shall be reimbursable only to the extent that (1) Contractor submits sufficient documentation to City that the expenses were directly incurred in providing the required Services, (2) Contractor demonstrates that such expenses aren't included in the hourly rate where applicable, (3) such expenses were approved in advance pursuant to Section 3 of Exhibit A, and (4) Contractor submits receipts, invoices, or other supporting documentation demonstrating that such reimbursable costs were incurred.

Reimbursable Expense Schedule		Mark Up
1	Subcontractor Services	No Markup
2.	The cost of mailing, shipping and/or delivery of any documents or materials.	No Markup
3.	The cost of photographing, printing, reproducing and/or copying any documents or materials.	No Markup
4.	Charges for outside services (including fees, equipment, materials, and facilities not furnished directly by Contractor).	No Markup
5.	Other reimbursable expenses with prior written approval from the City	No Markup
6.	Allowable mileage will be charged at the prevailing IRS rate per mile.	No Markup
7.	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.	Not to exceed 8%

SECTION 3. PAYMENT PROVISIONS

3.1 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 that the rates listed in Appendix B-1 are charged. Additionally, invoices shall include sufficient detail to allow for accurate comparison with certified payroll submittals where applicable.

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

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

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

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

APPENDIX B-1 – HOURLY RATES
AMENDED MAY 1, 2024

Hourly Rates Effective April 1, 2024					
Classification	Level I	Level II	Level III	Level IV	Level V
Design Engineers/EITs	\$118	\$123	\$129	\$145	\$149
Project Engineers					
Project Managers	\$159	\$173	\$182	\$193	\$206
Senior Engineers					
Senior Project Managers	\$211	\$229	\$249	\$267	\$280
Project Principal					
Senior Technical Advisors	\$287	\$297	\$313	\$330	\$345
Designers/Technicians	\$110	\$125	\$138	\$155	\$175
CADD/BIM Specialists	\$103	\$107	\$119	\$133	\$148
Accounting/Administration	\$103	\$107	\$119	\$133	\$148

Hourly Rates Dec. 15, 2022 – March 31, 2024					
Classification	Level I	Level II	Level III	Level IV	Level V
Design Engineers/EITs	\$112	\$117	\$123	\$138	\$142
Project Engineers					
Project Managers	\$151	\$165	\$173	\$184	\$196
Senior Engineers					
Senior Project Managers	\$201	\$218	\$237	\$254	\$267
Project Principal					
Senior Technical Advisors	\$273	\$283	\$298	\$314	\$329
Designers/Technicians	\$105	\$119	\$131	\$148	\$167
CADD/BIM Specialists	\$ 98	\$102	\$113	\$127	\$141
Accounting/Administration	\$ 98	\$102	\$113	\$127	\$141

EXHIBIT E

SAMPLE WORK AUTHORIZATION FORM

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

PART A: GENERAL INFORMATION

WORK AUTHORIZATION NUMBER:		☐ Original ☐ First Revised ☐ Second Revised ☐ Other _____
Contract No.		
Contractor Name/Address:		
Expiration Date of Agreement:		
Contractor's Project Manager:	Name:	Email:
City's Project Manager	Name:	Email:
Period of Performance for this Work Order:	Start Date:	Expected Completion Date:
Maximum Compensation of Agreement:		
Previously Committed Funds:		
Available Funds		
Maximum Compensation for this Work Authorization		
Remaining Available Funds		
Sufficient funds are available in Fund #: (to be completed by City)		
Contractor Representative Name (Print)		
Contractor Representative Signature		
Contractor Representative Signature Date		
City Project Manager Name (Print)		
Authorized City Representative (Print)		
City Representative Signature		
City Representative Signature Date		
<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 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 3 of Exhibit A and Section 2 of Exhibit B.

3. COMPENSATION

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

b. **Reimbursable Expenses:**

☐ No expenses are reimbursable.

☐ Expenses are separately reimbursable in the maximum amount of:

c. **Payment Schedule:**

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

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

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

4. LIQUIDATED DAMAGES

☐ Liquidated Damages do not apply.

☐ Liquidated Damages apply as follows:

It is mutually agreed by Contractor and City that, in event completion of the Services to be provided by the Contractor under this Agreement is delayed beyond _____, 20____, City will suffer

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

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

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. 2
TO THE AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
HDR ENGINEERING, INC.**

PREAMBLE

This agreement ("Amendment No. 2") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and HDR Engineering, Inc., a Nebraska 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 HDR Engineering, Inc.", dated December 15, 2022 (Agreement) for services which include licensed architects, licensed landscape architects, registered professional engineers and licensed professional land surveyors to support Silicon Valley Power;
- B. The Agreement was previously amended by Amendment No. 1, dated May 1, 2024 and is again amended by this Amendment No. 2. The Agreement and all previous amendments are collectively referred to herein as the "Agreement as Amended"; and
- C. The Parties entered into the Agreement as Amended to extend the term, increase the maximum compensation, modify Exhibits A and B, and update rates.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. Section 6 of the Agreement as Amended is amended in its entirety to read as follows:

"In consideration for Contractor's complete performance of Services, City shall pay Contractor for all Services rendered and materials provided by Contractor in accordance with Exhibit B, entitled "Schedule of Fees and Payment Provisions." The maximum compensation of this Agreement is two million five hundred thousand dollars (\$2,500,000), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies,

materials and equipment required to perform the Services including any taxes. All Services performed or supplies, materials and equipment provided in excess of the maximum compensation shall be at the Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance."

2. Exhibit A of the Agreement as Amended is deleted and replaced with Exhibit A "Scope of Services Amended April 1, 2025", attached hereto and incorporated into the Agreement as Amended.
3. Exhibit B of the Agreement as Amended is deleted and replaced with Exhibit B "Schedule of Fees and Payment Provisions Amended April 1, 2025", attached hereto and incorporated into the Agreement as Amended.
4. Appendix B-1 of the Agreement as Amended, entitled "Hourly Rates", is deleted in its entirety and replaced with the Appendix B-1 Hourly Rates, attached hereto and incorporated by reference into the Agreement as Amended.
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.

[SIGNATURES ON FOLLOWING PAGE]

The effective date of this Amendment No. 2 is the date of City's execution of this amendment.

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: **8/18/2025 | 12:32 PM PDT**

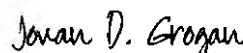
Signed by:



ABC722A8FC81448...

GLEN R. GOOGINS
City Attorney

DocuSigned by:



6EAD88DED6C242A...

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"

HDR ENGINEERING, INC.
A NEBRASKA CORPORATION

July 24, 2025

Dated: _____

By (Signature): _____

Name: Holly Kennedy

Title: Senior Vice President

Principal Place of Business Address: 3003 Oak Avenue, Suite 500
Walnut Creek, CA 94597

Email Address: Holly.Kennedy@HDRinc.com

Telephone: (916) 817-4700

"CONTRACTOR"

AMENDMENT NO. 2
AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND HDR ENGINEERING, INC.
EXHIBIT A – SCOPE OF SERVICES
AMENDED APRIL 1, 2025

SECTION 1. GENERAL

- 1.1** Contractor shall provide all necessary supervision, labor, and services, plus all tools, equipment, materials, and supplies required to provide electric utility engineering services to support the City of Santa Clara's Electric Utility, Silicon Valley Power ("Services").
- 1.2** Background:
- 1.2.1 SVP is designated as a Transmission Owner, Transmission Operator, Generator Owner, Generator Operator and Distribution Provider. The California Independent System Operator (CAISO) is SVP's Planning Coordinator, Reliability Coordinator and Balancing Authority.
- 1.2.2 SVP operates equipment at 230kV and 115Kv.
- 1.3** Contractor shall remain up to date on all applicable NERC and WECC standards related to the services performed by Contractor. The following are examples:
- 1.3.1 Generation: MOD-025-2, MOD-026-1, MOD-027-1, PRC-019-2, PRC-024-2, PRC-025-2, PRC-026-1R R2-R4
- 1.3.2 Facilities: FAC-001-3, FAC-002-3, FAC-005-WECC-1, PRC-010-2, PRC-018-2
- 1.3.3 Transmission Planning: FAC-014-2, FAC-002-3, FAC-008-3, PRC-006-5, TPL-001-4 or -5, TPL-007-4
- 1.3.4 Protection Systems: PRC-002-2, PRC-004-6, PRC-005-6, PRC-019-2, PRC-024-2, PRC-023-4, PRC-026-1, PRC-027-1

SECTION 2. SERVICES TO BE PERFORMED

Contractor will provide the following Services to the City on an as-needed basis pursuant to the Work Authorization Process described in Section 6 and as further described pursuant to individual Work Authorizations or Purchase Orders, as applicable.

- 2.1** Maintain and update Silicon Valley Power (SVP's) Aspen Oneliner model including developing project-specific models for Aspen Oneliner model and/or Power Flow;

- 2.2** Perform engineering studies including, but not limited to:
 - 2.2.1 System impact studies
 - 2.2.2 Equipment capacity and rating,
 - 2.2.3 Load calculations,
 - 2.2.4 Coordination studies,
 - 2.2.5 Arc-flash studies,
 - 2.2.6 Short circuit study for proposed system changes or additions to SVP's system or interconnection points including customers and Pacific Gas and Electric Company (PG&E);
- 2.3** Perform event and/or root cause analysis;
- 2.4** Perform protection coordination studies which may include SVP's electrical system as well as interconnection points with customers and PG&E;
- 2.5** Develop and review protective device, metering, and automation device settings and logic;
- 2.6** Perform Arc Flash studies using SVP recommended software;
- 2.7** Western Electricity Coordinating Council (WECC) and NERC reliability standards analysis and support services assisting SVP to assure compliance with all NERC standards as they may be amended. Prepare and document North American Electric Reliability Corporation (NERC) compliance reports;
- 2.8** Review and/or prepare electrical drawings and recommend options to improve safety and reliability of SVP generation, transmission, and distribution system;
- 2.9** Update Protection, Control, and Automation (PCA) documents;
- 2.10** Provide test plans, review test reports of electrical equipment including but not limited to: relays, transformers, circuit breakers, and battery systems;
- 2.11** Provide engineering support for equipment commissioning and energization activities including but not limited to: design changes, and support testing as required by SVP; and
- 2.12** Provide on-call protection engineering support services including but not limited to: reviewing test reports of relays, transformers, and batteries; and providing test plans.
- 2.13** Electric Utility Operational Technology Engineering Services such as:

- 2.13.1 Support services for legacy Power Quality (PQ) system ION power logic 6.0 including: database management, system assessment, programming, and corrective actions report;
- 2.13.2 ION meter programming and configuration;
- 2.13.3 PQ system upgrade support services;
- 2.13.4 Support services for server maintenance and cyber security compliance for onsite and/or cloud solutions;
- 2.13.5 Support services for maintenance and upgrade of synchrophasor systems;
- 2.13.6 Support services for automation and control devices; and
- 2.13.7 Scoping and planning services to upgrade existing multiplexer system. This includes but is not limited to: development and review of communication drawings, specifications, and recommendations to improve the system.

2.14 Owners Engineering and Project Management Services such as:

- 2.14.1 System analysis studies as directed by SVP including, but not limited to: short circuit studies; area coordination studies; planning studies; facilities rating studies; arc flash studies; system impact studies for interconnection; project development and system expansion studies; and standards development studies.
- 2.14.2 Project management including but not limited to: scope development, invoicing, tracking deliverables, responding to RFI's, and financial reporting;
- 2.14.3 Substation and generation plant design services, including developing detailed engineering drawings;
- 2.14.4 Provide cost estimates for equipment;
- 2.14.5 Develop standards, procedures, operations guides, and training; and
- 2.14.6 Provide support services for construction and testing crews.

2.15 Support for Federal Energy Regulatory Commission (FERC) licensing

SECTION 3. SPECIFIC REQUIREMENTS

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

- 3.1.1 Supervision and administrative support
- 3.1.2 Program and project management services

3.1.3 Subconsultant and subcontractor management

- 3.2** All reports, cost 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.
- 3.3** 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.

SECTION 4. REPORTS

- 4.1** Contractor shall provide regular updates regarding the cost, schedule, and status for Services performed throughout the Term.
- 4.2** Depending on the nature and scope of the Services, Contractor may be required to provide status updates daily, weekly, or monthly at the direction of City.
- 4.3** Contractor shall provide all reports in electronic format and hard copy if requested by the City.

SECTION 5. COMPLETION OF SERVICES

- 5.1** All Services shall be completed in a timely, efficient manner so as to meet the project schedule of each Work Authorization or Purchase Order, as defined in Section 6.

SECTION 6. WORK AUTHORIZATION PROCESS

- 6.1** Contractor acknowledges that Contractor is one of multiple firms eligible to perform the Services pursuant to separate service agreements for Electric Utility Engineering Services. The City will award and authorize specific Services as set forth in this Section. The City does not guarantee that any specific work will be authorized under this Agreement.
- 6.2 Call for Proposal (CFP)**
 - 6.2.1 When Services are required, City will issue a CFP to eligible contractors with a Project Agreement to submit a written proposal for Services ("Proposal").
 - 6.2.2 As part of the CFP, City will provide a description of the required Services, the criteria for evaluation, the deadline for response, and any other pertinent information.

6.3 Proposal

6.3.1 If the Contractor desires to respond to a CFP, Contractor will prepare and submit a written Proposal for that CFP. A Proposal shall be in a format and contain such information as specified in the CFP which may include the following, where applicable for that CFP:

6.3.1.1 The proposed scope of work and deliverables with a work plan and detailed description by task of the services to be performed.

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

6.3.1.3 The names, titles, and assignments of each of Contractor's professional employees who will be principally responsible for performing the Services.

6.3.1.4 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.

6.3.1.5 Any required drawings or documents.

6.3.1.6 A list of City responsibilities

6.3.1.7 A final acceptance criteria

6.3.1.8 Itemized cost including the following:

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

6.3.1.8.2 Subconsultant or subcontractor scope of services or quote including hours and hourly rates. Indicate labor subject to prevailing wage requirements.

6.3.1.8.3 Parts and materials

6.3.1.8.4 Rental and/or specialty equipment

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

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

6.3.1.8.7 Breakdown of materials and labor sufficient to calculate all required taxes

6.3.1.8.8 Estimated total cost including any required taxes

6.3.1.8.9 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.

6.3.1.8.10 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.

6.3.2 City will evaluate the Proposals according to the criteria and weights listed in the CFP.

6.3.3 At the City's discretion, the City may interview contractors submitting the highest scoring Proposal(s). Such interviews will be scored according to the criteria and weights listed in the CFP.

6.3.4 City will enter into negotiations with the highest-ranked contractor. Negotiations may include, but are not limited to, the scope of work, schedule to perform scope, and technical specifications. The City will not renegotiate any established rates as set forth in Exhibit B but may negotiate the level of effort required for the Services.

6.3.5 Provided that the original cost Proposal includes all applicable items listed in Section 6.3.1, the City and the selected 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.

6.3.6 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:

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

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

6.3.6.3 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.

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

6.4 Authorization of Work

6.4.1 Once City and the selected contractor agree on the final pricing, scope, and specific requirements of the proposed services, and, if the completion of the services in the Proposal will not result in total costs under this Agreement exceeding the maximum compensation in Section 6 of the Agreement (when combined with all previously authorized Services), the City may authorize Services as set forth in this Section.

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

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

6.4.4 For Proposals with a total cost less than \$50,000, a signed Work Authorization is not required. The City will issue a Purchase Order authorizing Services and the Purchase Order will serve 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.

6.5 Changes to Work Authorization

6.5.1 Contractor shall promptly notify the City when a situation occurs that may result in a change to the total project cost or specific line items in a Work Authorization or Purchase Order. Contractor shall 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.

6.5.2 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 6.4.2) and/or Purchase Order (as applicable) to authorize such additional services.

6.5.3 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.

6.5.3.1 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 the revised work schedule and associated costs with the same details as Section 6.3. If approved, the City will issue a new or amended Work Authorization (if required pursuant to Section 6.4.2) or Purchase Order (as applicable) to authorize such additional services.

6.5.3.2 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.

6.5.3.3 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.

6.6 Immediate Need / Interim Work Orders

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

6.6.1.1 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.

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

6.6.2 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.

6.6.3 Within 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 6 and shall also include all services required including those services already completed or initiated.

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

6.7 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.

6.8 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 or Work Authorization – even if the Proposal or Work Authorization expressly states that it is intended to control. Any conflicting terms and conditions in a Proposal or Work Authorization 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.

6.9 Each Work Authorization and Purchase Order including those authorizations issued pursuant to Section 6.6 shall be incorporated into the Agreement by reference and subject to its terms and conditions and the Services contained therein shall be included within the Services.

6.10 The City (through the individuals listed in Section 6.7 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.

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

- 6.12 Except where the circumstances in Section 6.6 apply, Contractor shall not initiate Services and the City will not compensate the Contractor until the City has (1) executed the Work Authorization for such services where applicable, (2) issued a Purchase Order, and (3) directed the Contractor to perform services.**

SECTION 7. CONTRACTOR PERSONNEL

7.1 Project Manager

- 7.1.1 Contractor must designate one (1) Project Manager to communicate with the City during performance of Services. The Project Manager is the designated point of contact for the City to communicate tasks and receive feedback.
- 7.1.2 A separate project manager may be designated for specific Work Authorizations or Purchase Orders but the Project Manager defined in Section 7.1.1 will have ultimate responsibility for communications.
- 7.1.3 The Project Manager/On-Site Supervisor must be capable of communicating effectively with City staff.

7.2 Staffing

- 7.2.1 Contractor shall be responsible for its employees' professional and technical competence and will select appropriate individuals who are qualified, certified, and/or licensed to perform the assigned task.
- 7.2.2 Contractor shall inform City immediately of any change in key personnel assigned to this agreement. Contractor shall submit the resumes and other qualifications of the proposed replacement employee(s) to City for review and approval.
- 7.2.3 City may reasonably request reassignment of key staff, including the Project Manager. In the event of a request, Contractor shall submit the resumes and other qualifications of proposed replacement employee(s) to City for review and approval.

7.3 Employee Training

- 7.3.1 At Contractor's sole cost and expense, Contractor shall provide recurring, periodic (no less than annual) training to its employees (including subconsultants or subcontractors) appropriate to the duties and responsibilities of each employee.
- 7.3.2 Contractor's training program shall follow Contractor's standard policies and procedures and shall be in compliance with all applicable federal,

state, and local laws, including but not limited to safety and injury prevention training requirements contained in the OSHA standards.

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

SECTION 8. SAFETY

- 8.1** Safety must always be the top priority. Contractor shall take all necessary precautions for the safety of all persons at the work site. Contractor must erect and properly maintain at all times, as required by the conditions and progress of the Services, all necessary safeguards for the protection of all persons and the public including posting danger signs and warnings against known or unusual hazards.
- 8.2** Contractor shall maintain an effective Injury and Illness Prevention Program (IIPP) in writing pursuant to Section 3203, Title 8 of the California Code of Regulations (CCR). The written plan shall include specific instructions with regard to hazards unique to the employee's job assignment. Contractor will submit a copy of Contractor's IIPP at the City's request and Contractor shall make Contractor's IIPP available on-site.
- 8.3** Contractor shall schedule safety inspections as necessary and as may be requested by the City to identify and correct unsafe conditions and practices. The City reserves the right to accompany Contractor during these inspections.
- 8.4** Contractor must comply with all site-specific safety requirements and procedures including but not limited to Lockout/Tagout (LOTO), Energy Isolation, Confined Space, Fall Protection, Chemical Safety, Hazardous Waste, and Personnel Protective Equipment (PPE). Contractor must comply with SVP's clearance program for equipment safety requirements. City will provide the clearance program to the Contractor.
- 8.5** Contractor's employees (including any subcontractors) must use appropriate Personal Protective Equipment (PPE) and Fire Resistant (FR) clothing, as required. Any required PPE and FR clothing shall be provided at the expense of Contractor.

SECTION 9. E-BUILDER

- 9.1** 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.

- 9.2** 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.
- 9.3** 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.
- 9.4** 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. City will not be liable for any delays associated with the Contractor's use of e-Builder including, but not limited to slow response time, downtime periods, connectivity problems, or loss of information. Contractor shall ensure connectivity to the e-Builder system whether at a home office, City site or job site. Under no circumstances will the use of e-Builder be grounds for a time extension or cost adjustment to a Work Authorization or Purchase Order.
- 9.5** 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 or Purchase Order 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.
- 9.6** 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.
- 9.7** 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 the Services 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 the Services, 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.

- 9.8** 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.
- 9.9** Should the City replace e-Builder with a different project management tool, Contractor, subconsultants, and subcontractors shall be required to use the new project management tool selected by the City.

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 pursuant to Section 6 of Exhibit A, Contractor shall submit Proposals and invoice all Services at the rates listed in Appendix B1 (RATES) attached and incorporated by reference.
- 2.2 Rates listed in Appendix B1 are fully burdened and will remain fixed for the first two (2) years of the Agreement.
- 2.3 Rate 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.
 - 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 Any rate increases are subject to approval by the City and must be substantiated by the Contractor to the satisfaction of the City.
 - 2.3.4 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. Any and all reimbursable expenses related to each Work Authorization or Purchase Order shall be described in Contractor's Proposal as set forth in Section 6 of Exhibit A and accounted for in the total cost for each Proposal, Work Authorization, and Purchase Order. Expenses shall be reimbursable only to the extent that (1)

Contractor submits sufficient documentation to City that the expenses were directly incurred in providing the required Services, (2) Contractor demonstrates that such expenses aren't included in the hourly rate where applicable, (3) such expenses were approved in advance pursuant to Section 6 of Exhibit A, (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.	Not to exceed 8%
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 Sufficient detail for City to verify (a) that the charges are in accordance with the Work Authorization, (b) that rates listed in Appendix B1 are charged, and (c) where applicable, hours worked can be matched to certified payroll submittals.
- 3.2 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 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 – AMENDED APRIL 1, 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 6 of Exhibit A. The rates applicable for the Services are listed below in Table B1 (Labor Rates) and Table B2 (Equipment).
- 1.2.** In cases where services are required but not listed below, Contractor shall submit rates for approval by the City in advance, in writing before performing the services. For avoidance of doubt, any changes to the rates in Table B1 and Table B2 must be authorized by an amendment to the Agreement in accordance with Section 2.3 of Exhibit B. Rate changes are not permitted as part of a Work Authorization process.

Hourly Rates Effective April 1, 2025

Classification	Level I	Level II	Level III	Level IV	Level V
Design Engineers/EITs	124.00	129.00	135.00	152.00	156.00
Project Engineers/Project Managers	167.00	182.00	191.00	203.00	216.00
Senior Engineers/Senior Project Manager	222.00	240.00	261.00	280.00	294.00
Project Principal/Senior Technical Advisors	301.00	312.00	329.00	347.00	362.00
Designers/Technicians	116.00	131.00	145.00	163.00	184.00
CADD/BIM Specialists	108.00	112.00	125.00	140.00	155.00
Accounting/Administration	108.00	112.00	125.00	140.00	155.00
Safety Manager	198.00	221.00	250.00	278.00	299.00
Data Solutions/GIS	115.00	137.00	159.00	182.00	208.00
Env/Reg Specialist	114.00	123.00	137.00	152.00	172.00
Sr. Env/Reg Specialist	184.00	208.00	234.00	267.00	279.00
FERC PM/Advisor	275.00	303.00	322.00	354.00	375.00

Hourly Rates Effective April 1, 2024 - March 31, 2025

Classification	Level I	Level II	Level III	Level IV	Level V
Design Engineers/EITs	118.00	123.00	129.00	145.00	149.00
Project Engineers/Project Managers	159.00	173.00	182.00	193.00	206.00
Senior Engineers/Senior Project Manager	211.00	229.00	249.00	267.00	280.00
Project Principal/Senior Technical Advisors	287.00	297.00	313.00	330.00	345.00
Designers/Technicians	110.00	125.00	138.00	155.00	175.00
CADD/BIM Specialists	103.00	107.00	119.00	133.00	148.00
Accounting/Administration	103.00	107.00	119.00	133.00	148.00

Hourly Rates December 15, 2022- March 31, 2024

Classification	Level I	Level II	Level III	Level IV	Level V
Design Engineers/EITs	112.00	117.00	123.00	138.00	142.00
Project Engineers//Project Managers	151.00	165.00	173.00	184.00	196.00
Senior Engineers/Senior Project Manager	201.00	218.00	237.00	254.00	267.00
Project Principal/Senior Technical Advisors	273.00	283.00	298.00	314.00	329.00
Designers/Technicians	105.00	119.00	131.00	148.00	167.00
CADD/BIM Specialists	98.00	102.00	113.00	127.00	141.00
Accounting/Administration	98.00	102.00	113.00	127.00	141.00