20-854 **Agenda Date: 10/13/2020**

REPORT TO COUNCIL

SUBJECT

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

BACKGROUND

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

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

DISCUSSION

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

System Expansion Plan

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

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

General Consulting Services

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

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

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

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

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

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

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

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

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

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

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

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

ENVIRONMENTAL REVIEW

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

FISCAL IMPACT

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

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

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

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

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

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

COORDINATION

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

PUBLIC CONTACT

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

RECOMMENDATION

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

Reviewed by: Manuel Pineda, Chief Electric Utility Officer
Approved by: Deanna J. Santana, City Manager

ATTACHMENT

1. Agreement for Design Professional Services

EBIX Insurance No. S200004639

AGREEMENT FOR DESIGN PROFESSIONAL SERVICES BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND AECOM TECHNICAL SERVICES, INC.

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and AECOM Technical Services, Inc., a California 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

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 December 1, 2020 and terminate on November 30, 2025.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

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

A. All reports, costs estimates, plans and other documentation which may be submitted or furnished by Contractor shall be approved and signed by an appropriate qualified licensed professional in the State of California.

B. The title sheet for specifications and reports, and each sheet of plans, shall bear the professional seal, certificate number, registration classification, expiration date of certificate and signature of the design professional responsible for their preparation.

4. WARRANTY

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

5. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE

Contractor represents and maintains that it has the expertise in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such Services and duties in conformance to and consistent with the

professional standards of a specialist in the same discipline in the State of California.

6. COMPENSATION AND PAYMENT

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is three million dollars ($3,000,000), 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, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Contractor.

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

8. ASSIGNMENT AND SUBCONTRACTING

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

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

9. NO THIRD PARTY BENEFICIARY

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

10. INDEPENDENT CONTRACTOR

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

11. CONFIDENTIALITY OF MATERIAL

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

12. OWNERSHIP OF MATERIAL

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

13. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

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

cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

14. HOLD HARMLESS/INDEMNIFICATION

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

15. INSURANCE REQUIREMENTS

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

16. WAIVER

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

17. NOTICES

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

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

And to Contractor addressed as follows:

AECOM Technical Services, Inc.
Attention: Robert K. Turley
300 Lakeside Drive Ste. 400
Oakland, CA 94612
and by e-mail at bob.turley@aecom.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.

CONTINUED ON PAGE 8

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

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Caio Arellano Digitally signed by Caio Arellano Date: 2021.02.09 15:40:59 -08'00'

BRIAN DOYLE
City Attorney

Dated: 2/12/2021

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

"CITY"

AECOM TECHNICAL SERVICES, INC.
a California corporation

Dated: 12/18/20

By (Signature):

Name: Robert K. Turley

Title: Vice President

Principal Place of Business Address: 300 Lakeside Drive Ste. 400 Oakland, CA 94612

Email Address: bob.turley@aecom.com

Telephone: (510) 874-3212

Fax: (510) 874-3268

"CONTRACTOR"

EXHIBIT A
SCOPE OF SERVICES

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

The Contractor shall perform plan implementation/project management services as requested by the City to support capital, operations, and maintenance projects including but not limited to:

- Act as project manager for the following activities:
  - Project permitting including support of CEQA determinations
  - Land acquisition
  - Project design and preparation of Plans, Specifications and Engineer's Estimate
  - Bid support
  - Construction support
  - Record drawings and Project Closeout
- System planning for electric utility distribution and transmission systems
- Distribution and transmission line conceptual design, feasibility, and permitting.
- Substation conceptual and/or detail design, feasibility, and permitting.
- Support with substation communications, protection and control systems.
- Assist with third party plan submissions such as WECC, CAISO, and PG&E.
- Conduct load flow, short circuit studies and arc flash studies as needed.
- Conduct Distributed Energy Resource interconnection studies as needed.
- Assess existing design standards and recommend revisions or new standards.
- Assess existing maintenance practices or standards and recommend revisions or create new standards.
- Provide drafting support as needed.

Work may be assigned to the Contractor through the evaluation of a Call for Proposal (CFP) or via direct assignment. The Contractor shall not begin any work unless a Purchase Order (PO) has been issued by the City for that particular work. The invoice is to include the PO number, paid amount to date and remaining Agreement amount.

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

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

by City. All documents (including as built drawings) shall be converted or scanned into the Portable Document Format (PDF) file and uploaded to e-Builder.

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

EXHIBIT B
SCHEDULE OF FEES

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

This is a time and materials contract with a total not-to-exceed amount of $3,000,000.

All labor and expense rates shall have an annual escalation of 2% starting on December 1, 2021 and every subsequent December 1st through the duration of the Agreement.

Any work requiring overtime rates shall be expressly identified and approved in writing by the City prior to the work commencing.

AECOM Hourly Rates*

Principal	$280.50	Senior Admin	$134.64
Principal Engineer	$253.98	Admin/ Project Assistant	$96.90
Senior Engineer	$209.10	Contract Manager	$224.40
Project Engineer	$147.90	Senior Professional V	$198.90
Engineer	$107.10	Senior Professional IV	$178.50
Field Engineer	$158.10	Senior Professional III	$158.10
Senior Designer	$177.48	Senior Professional II	$140.76
Designer	$96.90	Senior Professional I	$129.54
Program Manager	$280.50	Project Professional II	$118.32
Senior Project Manager	$273.36	Project Professional I	$105.06
Project Manager	$188.50	Staff Professional II	$96.90
Construction Project Manager	$158.10	Staff Professional I	$86.70
Senior Project Analyst	$172.38	Senior Technician	$124.44
Project Analyst	$96.90	Staff Technician	$69.36

*Overtime for exempt employees will be billed at 1.5 times standard rate. Expenses will be billed at cost plus 3%. Subconsultants will be billed at cost plus 5%. Mileage will be reimbursed at current IRS mileage rates.

Navigant Hourly Rates

Partner	$496.74	Consultant	$197.88
Director	$401.88	Sr. Analyst	$185.64
Associate Director	$352.92	Analyst	$171.36
Managing Consultant	$295.80	Admin Support	$158.10
Senior Consultant	$256.02		

Auriga Hourly Rates

Program Manager I	$255.00	Communications Engineer I	$168.30
Program Manager II	$229.50	Communications Engineer II	$137.70
Project Manager I	$204.00	Senior Field Engineer	$127.50
Project Manager II	$188.70	Field Engineer I	$102.00
Principal Consultant	$178.50	Field Engineer II	$86.70
Senior Consultant	$153.00	Senior Cost Estimator I	$204.00
Associate Consultant	$127.50	Senior Cost Estimator II	$153.00
Principal Electrical Engineer	$193.80	Senior Project Scheduler	$178.50
Senior Electrical Engineer	$153.00	Project Scheduler	$127.50
Electrical Engineer I	$127.50	CAD Specialist/Supervisor	$102.00
Electrical Engineer II	$117.30	Sr. CAD Designer	$86.70
Associate Electrical Engineer	$102.00	CAD Designer/Drafter	$66.30
Jr. Electrical Engineer	$91.80	Document Control	$75.00
Senior Communications Engr.	$204.00	Technical Writer	$90.00

EXHIBIT C
INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect during the period of performance of the Agreement and for twenty-four (24) months following acceptance by the City, at its sole cost and expense, the following insurance policies from insurance companies authorized to do business in the State of California. These policies shall be primary insurance as to the City of Santa Clara so that any other coverage held by the City shall not contribute to any loss under Contractor's insurance. The minimum coverages, provisions and endorsements are as follows:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

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

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

2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.

3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:

   a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;

   b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and

   c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

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

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

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

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars ($1,000,000) policy limit Bodily Injury by disease, one million dollars ($1,000,000) each accident/Bodily Injury and one million dollars ($1,000,000) each employee Bodily Injury by disease.

2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).

3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. PROFESSIONAL LIABILITY

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

E. COMPLIANCE WITH REQUIREMENTS

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

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85, or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.

2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the 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.

J. **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.

K. 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.

L. 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.

22-555 **Agenda Date: 5/10/2022**

REPORT TO COUNCIL

SUBJECT

Action on Amendment No. 1 to the Agreement for Design Professional Services with AECOM Technical Services, Inc. to Provide Program Management Services for Silicon Valley Power's System Capacity Expansion Program

COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

BACKGROUND

In regular Silicon Valley Power updates to City Council, staff has reported that electrical demand in the City is expected to increase significantly over the next decade. The City Council accepted Silicon Valley Power's (SVP) 3-year Growth Plan Strategy Report on September 28, 2021 (Council Item 21-871). According to SVP's 3-Year Growth Plan Strategy Report, SVP peak load projections are 879 MW in 2024 and 1125 MW in 2031. Compared to a 2021 peak of 598 MW in 2021, this is an increase of over 400 MW in ten years. There are nine system expansion projects required to be initiated in the near term to meet this increased load demand safely and reliably.

To meet the electrical demand from future growth requires additional engineering support in three (3) areas: 1) System Expansion Planning, 2) General Consulting, and 3) Plan Implementation.

On December 5, 2019, staff published a Request for Statement of Qualifications (SOQ) to solicit proposals from qualified firms for consulting services associated with SVP System Expansion Plan. The SOQ was published using the City's e-procurement system. Eleven proposals were received and on October 13, 2020, based on staff recommendation (Council Item 20-854), Council authorized award of agreements to five firms including AECOM Technical Services Inc. (AECOM).

On September 2021, staff sent call for proposal for these five firms for program management and project management services for the SVP System Expansion Plan. The selection process and evaluation were based on a number of factors including but not limited to proposal responsiveness, program management experience, experience of key staff (including sub consultants), project approach, proposed scope of services, project scheduling and oral interview. AECOM was subsequently selected, and AECOM completed a gap analysis to review existing SVP policies, procedures, standard documents, financial planning, monitoring, and reporting. Based on this, AECOM has issued their final task findings identifying areas where consultant professional services were recommended to support SVP in successfully executing the timely delivery of the critical system expansion projects. Due to the scale and complexity of the overall services and projected timeline to execute and implement the full scope of the SVP System Expansion Plan identified in the Growth Plan Strategy Report, an amendment to the existing Master Service Agreement with AECOM will be required.

DISCUSSION

AECOM has demonstrated technical strength, appropriate staff, and capability to continue to provide SVP with program management to support the expansion projects. As previously discussed with Council, the projects included in the growth plan approximately doubles the size of SVP's Capital Improvement Program (CIP) over the next 5 years (from $191 million to $390 million). In addition, the CIP includes much larger and complex projects than SVP is accustomed to managing and delivering, including the design and construction of Kifer and Scott Receiving Stations, each with a $65 million construction value. Consultant services are needed to support SVP in meeting this near-term increase in project delivery and program management of the new overall $390 million Capital Program. The next phase of AECOM's support would be to expand on identified deficiencies to manage these projects through completion under Task Order 2. SVP staff determined the specific tasks for AECOM's scope of services in Task Order 2 which is separated into three (3) strategic support areas:

1. System Expansion Plan Program Management
2. Program wide technical support
3. Project management for system expansion and development substation projects as SVP staff is currently undertaking nine developmental substation projects.

The proposed Amendment No. 1 directs AECOM to provide system expansion plan program management, program wide technical support, project management for SVP System Expansion Plan and project management for developing substation projects with tasks not-to-exceed $10,296,542. The proposed Amendment No. 1 will increase the total not-to-exceed amount from $3,000,000 to $11,000,000 and will extend the term of the agreement through December 31, 2028.

ENVIRONMENTAL REVIEW

This action being considered is for program and project management services and does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(a). 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. When capital projects included in the growth strategy move forward, appropriate CEQA will be completed as required prior to construction.

FISCAL IMPACT

The increased contract price of $8,000,000 with a total not-to-exceed of $11,000,000 for Program Management Services will be available within the Electric Utility Capital Projects budget. The FY 2021/22 capital improvement budget has sufficient funds available and future years are subject to future appropriation that will be included through the biennial budget process.

COORDINATION

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

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City

Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <mailto:clerk@santaclaraca.gov> or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

1. Authorize the City Manager to execute Amendment No.1 to the Agreement for Design Professional Services with AECOM Technical Services, Inc. to provide Program Management Services for Silicon Valley Power's System Capacity Expansion Program and increase the maximum compensation by $8,000,000, for a new not-to-exceed amount of $11,000,000, and extend the term of agreement through December 31, 2028, with up to three one-year options to renew;
2. Authorize the City Manager to make minor changes to the proposed Amendment No.1 subject to approval by City Attorney as to Form. and
3. Authorize the City Manager to negotiate and execute amendments to increase maximum compensation during the term of the agreement if the demand for services exceeds maximum compensation, subject to the appropriation of funds.

Reviewed by: Manuel Pineda, Chief Electric Utility Officer
Approved by: Rajeev Batra, City Manager

ATTACHMENTS

1. Original Agreement with AECOM Technical Services, Inc.
2. Proposed Amendment No. 1 to the Agreement with AECOM Technical Services, Inc.

Search

Insured Name

AECOM Technical Services, In

AECOM Technical Services, Inc.

Active Records Only

Advance Search

Insured Tasks | Admin Tools

View

- Insured
- Notes
- History
- Deficiencies
- Coverages
- Requirements
- Contract Screen

Add

Edit

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Video Tutorials

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Insured

Name:	AECOM Technical Services, Inc.
Account Number:	S200004639
Address:	300 Lakeside Drive, Suite 400, Oakland, CA, 94612
Status:	Compliant with Waived Deficiencies.

Insured

Business Unit(s) | Insured History | Print Insured Info

Account Information			
Account Number:	S200004639		
Risk Type:	Exhibit C2 - Svc Contract>$50,000-Limited Exposure		
Do Not Call:		Address Updated:	
Address Information			
Mailing Address		**Physical Address**	
Insured:	AECOM Technical Services, Inc.		
Address 1:	300 Lakeside Drive, Suite 400		
Address 2:			
City:	Oakland		
State:	CA		
Zip:	94612		
Country:			
Contract Information			
Contract Number:			
Contract Start Date:		Contract End Date:	
Contract Effective Date:		Contract Expiration Date:	
Description of Services:		Safety Form II:	No
Contact Information			
Contact Name:	Bob Turley	Misc:	
Phone Number:		Alt Phone Number:	
Fax Number:			
E-Mail Address:	bob.turley@aecom.com		
Approval Date:			
Rush:	Yes		
Contract on File:	No		
Certificate Received:	No		
Indemnification Agreement:	No		
Tax Id:			

This Account created by 608 on 10/22/2020.

AMENDMENT NO. 1
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
AECOM TECHNICAL SERVICES, INC.

PREAMBLE

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

RECITALS

A. The Parties previously entered into an agreement entitled "Agreement for Design Professional Services between the City of Santa Clara, California, and AECOM Technical Services, Inc., dated February 12, 2021 (Agreement); and

B. The Parties entered into the Agreement for the purpose of having Contractor provide plan implementation/project management services as requested by the City to support capital, operations, and maintenance projects; and

C. The Parties now wish to amend the Agreement to include Program Management Services for Silicon Valley Power's (SVP) System Expansion Plan Program.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. Section 2 of the Agreement, entitled "Term of Agreement", is amended in its entirety to read as follows:

   "TERM OF AGREEMENT

   Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on December 1, 2020, and terminate on June 30, 2028."

2. Section 6 of the Agreement, entitled Compensation and Payment is amended in its entirety to read as follows:

   "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 eleven million dollars ($11,000,000), 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 without an amendment to this Agreement.

3. Exhibit A – Scope of Services shall be deleted in its entirety and replaced with the attached Exhibit A – Scope of Services – Amended April 30, 2022, which is hereby incorporated into the Agreement.

4. Exhibit B – Schedule of Fees shall be deleted in its entirety and replaced with the attached Exhibit B – Compensation and Fee Schedule – Amended April 30, 2022, which is hereby incorporated into the Agreement.

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

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

CITY OF SANTA CLARA, CALIFORNIA,
a chartered California municipal corporation

Approved as to Form:

Office of the City Attorney
City of Santa Clara

Dated: 6/2/22

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

"CITY"

AECOM TECHNICAL SERVICES, INC.,
a California corporation

Dated: May 19, 2022
By (Signature):
Name: ROBERT K. TURLEY, P.E.
Title: Vice President
Principal Place of Business Address: 300 Lakeside Drive Suite 400 Oakland, CA 94612
Email Address: Bob.turley@aecom.com
Telephone: (510) 874-3212

"CONTRACTOR"

AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA AND
AECOM TECHNICAL SERVICES
EXHIBIT A - SCOPE OF SERVICES

AMENDED APRIL 30, 2022

1. The Contractor shall perform plan implementation/project management services as requested by the City to support capital, operations, and maintenance projects including but not limited to:

    1.1. As Needed Services:

        1.1.1. Act as project manager for additional projects including the following activities:

            1.1.1.1. Project permitting including support of California Environmental Quality Act (CEQA) determinations

            1.1.1.2. Land acquisition

            1.1.1.3. Project design and preparation of Plans, Specifications and Engineer's Estimate

            1.1.1.4. Bid support

            1.1.1.5. Construction support

            1.1.1.6. Record drawings and Project Closeout

        1.1.2. System planning for electric utility distribution and transmission systems

        1.1.3. Distribution and transmission line conceptual design, feasibility, and permitting.

        1.1.4. Substation conceptual and/or detail design, feasibility, and permitting.

        1.1.5. Support with substation communications, protection and control systems.

        1.1.6. Assist with third party plan submissions such as Western Electricity Coordinating Council (WECC), California Independent System Operator (CAISO), and Pacific Gas & Electric (PG&E).

        1.1.7. Conduct load flow, short circuit studies and arc flash studies as needed.

        1.1.8. Conduct Distributed Energy Resource interconnection studies as needed.

        1.1.9. Assess existing design standards and recommend revisions or new standards.

1.1.10. Assess existing maintenance practices or standards and recommend revisions or create new standards.

1.1.11. Provide drafting support as needed.

1.2. Program Management Services: Contractor shall provide Program Management Services for Silicon Valley Power's (SVP) System Expansion Plan Program (SEP) including (1) SEP Program Management, (2) Program Wide Technical Support, and (3) Project Management for SEP Projects as further detailed in this Exhibit A-1 – Scope of Services.

2. Authorization of Work:

2.1. Work may be assigned to Contractor through the evaluation of a Call for Proposal (CFP) or via direct assignment. The Contractor shall not begin any work unless a Purchase Order (PO) has been issued by the City for that particular work.

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

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

3. e-BUILDER

3.1. Contractor shall use e-Builder for submission of data and documents throughout the term of this agreement, as requested by the City.

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

3.2. The City will establish 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 Guider-2015. The City reserves the right to limit the licenses issued to Contractor in the future.

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

3.4. e-Builder is a web-based environment and therefore it is subject to the inherent speed and connectivity limitations of the Internet. The 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 from the usage of e-Builder including, but not limited to: slow response time, down time 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 usage of e-Builder be grounds for a time extension or cost adjustment to the Contract.

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

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

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

3.8. 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 web site and shall be responsible for the validity of its 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:

3.8.1. Correspondence;

3.8.2. Meeting Minutes;

3.8.3. Submittals and Shop Drawings;

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

3.8.5. Requests for Information (RFI's);

3.8.6. Change Order requests and documentation, including record copies of Change Orders, Proposals, Modifications;

3.8.7. Pay Applications;

3.8.8. "Official" correspondence (such as letters) including informal correspondence, such as e-mail;

3.8.9. Pre-Task Plans (PTPs);

3.8.10. Daily Construction Reports and other Daily Reports including Contractor Quality Control (CQC) Reports;

3.8.11. Quality Control (QC) Documentation

3.8.12. All official reports, such as Commissioning reports;

3.8.12.1. Notices and Claims;

3.8.12.2. Operations and Maintenance Manuals;

3.8.12.3. All Close-out documents; and

3.8.12.4. All testing results.

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

AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA AND
AECOM TECHNICAL SERVICES
EXHIBIT A – 1 SCOPE OF SERVICES

1. TASK 1 – SEP PROGRAM MANAGEMENT

1.1. Task 1.1 – Develop Program Management Plan

1.1.1. Contractor will develop an overall Program Management Plan (PMP), including a programmatic execution strategy, to support the timely completion of projects required to achieve the SEP program objectives. The PMP will be developed in concert with SVP and will include input from key SVP staff/stakeholders related to their applicable scopes of work and inherent roles and responsibilities.

1.1.2. Contractor will assign a Program Management Consultant Team (PMC) generally structured as depicted in Appendix A.

1.1.2.1. Contractor shall inform the City immediately of any change in key personnel assigned to the City.

1.1.2.2. When requested by City, Contractor shall submit the resumes and other information supporting qualifications of the proposed replacement employee(s) to the City for review and approval. The City shall not unreasonably withhold approval.

1.1.3. The PMP will include an SEP program overview summarizing the main components and strategy of the program including program description / summary and a comprehensive mission statement for the program. The PMP will also include program objectives, goals, risks, critical success factors, and major milestones so that from a high level outcomes can be measured against the overview to measure success.

1.1.4. As part of this task, Contractor will evaluate, leverage, and recommend improvements to existing SVP program/project management policies, protocols, and procedures where appropriate to help:

1.1.4.1. Streamline communications,

1.1.4.2. Optimize performance and quality,

1.1.4.3. Enhance oversight and controls, and

1.1.4.4. Expedite project delivery.

1.1.4.5. Where new SVP program/project management policies and procedures are needed to guide SVP's program, the PMC

team will leverage past project experience and PMP documents developed for other clients on other programs.

1.1.5. The PMP will provide program implementation protocols and processes for critical program management functions and is envisioned to include the following sections:

1.1.5.1. 01 – Program Description/Objectives and Project Management Office (PMO) Mission

1.1.5.2. 02 – Organization and Governance

1.1.5.3. 03 – Communications Management

1.1.5.4. 04 – Document Management

1.1.5.5. 05 – Schedule and Cost Management

1.1.5.6. 06 – Change Management

1.1.5.7. 07 – Quality Management

1.1.5.8. 08 – Risk Management

1.1.5.9. 09 – Engineering and Design Management

1.1.5.10. 10 – Procurement and Contracts Management

1.1.5.11. 11 – Permitting and Regulatory Management

1.1.5.12. 12 – Safety Health and Environment

1.1.5.13. 13 – Public Information and Stakeholder Management

1.1.5.14. 14 – Construction Management

1.1.5.15. 15 – Program Design Manual

1.1.5.16. 16 – Electrical Equipment

1.1.5.17. 17 – e-Builder

1.1.6. Task 1.1 Deliverable: Draft and Final Program Management Plan documents (pdf and word format).

1.2. Task 1.2 – Develop Staffing Plan

1.2.1. The staffing plan is a major item in the overall PMP and will include appropriate details on the Division of Responsibilities (DOR) and level of effort/support required of each individual on the program and project teams.

1.2.2. Contractor will develop a recommended overall program organization with subsequent details regarding the overall core personnel as well as an organizational chart depicting the reporting structure and interdependency of the program organization and other key personnel.

1.2.3. The staffing plan will aim to identify how the SEP program organization structure (or PMC team) is embedded into overall SVP organization structure, and how best to establish clear lines of communication, along with definitive roles/responsibilities.

1.2.4. The staffing plan(s) developed by the PMC will include program and project level staffing needs/ assignments and clearly define SVP, PMC, and other SEP project staff roles and responsibilities.

1.2.5. Preparation of the staffing plan will help in the allocation of adequate staff resources to support the various program/project needs.

1.2.6. Contractor will present recommended updates to the Staffing Plan at least once per quarter.

1.2.7. Task 1.2 Deliverables:

1.2.7.1. Draft and final staffing plan (Organization Chart) in pdf and editable format.

1.2.7.2. Regular quarterly updates to the Staffing Plan to reflect new roles, responsibilities, and staff that may arise during execution of the program/projects.

1.3. Task 1.3 – Program Management/Coordination

1.3.1. As part of this task, the PMC team's program manager and deputy program manager will perform day to day management and coordination functions necessary to help the program progress efficiently and in line with the program management plan objectives and requirements. As part of this task, the PMC program manager and deputy program manager will coordinate with SVP and PMC staff so that the necessary resources are in place for required activities and that each resource/staff member is successfully fulfilling their necessary roles and responsibilities.

1.3.2. As part of this task the PMC team will also define, document and communicate SEP project development procedures and processes specifying the required steps (flow path) to be followed during the implementation of each phase of the projects (planning, design, construction, testing/ commissioning). The goals and outcomes of the project development procedures include:

1.3.2.1. Help to identify, document, and communicate required review checkpoints/gates necessary to obtain approvals and help establish that required prerequisites have been satisfactorily addressed prior to moving on to the next phase of the project.

1.3.2.2. Help establish realistic timeframes and durations are understood by the PMC team and SVP staff and appropriately accounted for in the overall program schedule.

1.3.3. As part of this task the PMC program manager and deputy program manager will monitor the overall progress and implementation of the program and update various sections of the program management plan. The PMC team will modify existing sections of the PMP and or add new sections to help the program (and projects) meet their milestones and objectives.

1.3.4. Task 1.3 Deliverables:

1.3.4.1. Perform day to day management and coordination of critical SEP program activities.

1.3.4.2. Monitor and assess progress of overall SEP program and projects (scope, schedule, budget) and report out to SVP management staff on a monthly basis.

1.3.4.3. Identify and develop mitigation plans for existing/potential program and project risks/issues.

1.3.4.4. Monitor progress of SEP program/projects to help establish adequate resources are in place and that staff are successfully fulfilling their roles and responsibilities.

1.3.4.5. Attend and facilitate PMC team and SVP staff coordination meetings and disseminate program/project information and direction to appropriate staff resources.

1.3.4.6. Regularly evaluate PMP sections and update and amend PMP as needed on a quarterly basis.

1.4. Task 1.4 – Program Level Cost & Schedule Management/Tracking & Reporting

1.4.1. As part of this task the PMC team will develop and implement standard reporting requirements for projects under the SEP program that roll up to a standard monthly program report.

1.4.1.1. The PMC team will use e-Builder capabilities to streamline report generation and provide access to real time program/project cost, financial and schedule data to the greatest extent practical.

1.4.1.2. Major key performance indicators (KPI's) will be developed at the program level and implemented at the project level to view the overall program health and progress on a regular basis.

1.4.2. Task 1.4 Deliverables:

1.4.2.1. Prepare program schedule and update on a monthly basis.

1.4.2.2. Develop Key Performance Indicators (KPIs) and assess performance on a monthly basis.

1.4.2.3. Prepare and distribute monthly program status summary report.

1.4.2.4. Identify and implement up to two (2) e-Builder dashboards.

1.5. Task 1.5 – Risk Management

1.5.1. The PMC team will develop comprehensive risk register for the overall SEP program in collaboration with SVP staff.

1.5.1.1. The risk register included in this task will summarize the major risks associated with the program at a programmatic level and will be independent from project level risk registers that should be held and reviewed normally by project teams for each specific project/task.

1.5.1.2. The PMC team will identify and document potential risks to the timely completion of individual SEP projects and the overall program.

1.5.1.3. The PMC team will develop risk avoidance, mitigation measures, and or alternative implementation plans where feasible/appropriate for SVP staff consideration.

1.5.2. Program and project risk registers will be reviewed on a regular basis with key project stakeholders.

1.5.2.1. The PMC team will communicate limitations to SVP operations that could possibly occur due to potential impacts that cannot be sufficiently mitigated.

1.5.2.2. After initial development of the noted risk registers, Contractor will review the overall program risk register with SVP on a quarterly basis.

1.5.2.3. Contractor will review project-specific risk registers with SVP on a monthly basis.

1.5.3. Task 1.5 Deliverables:

1.5.3.1. Prepare initial risk register listing existing/potential program risks.

1.5.3.2. Regular monitoring and tracking of existing/potential program risks listed in register.

1.5.3.3. Prepare quarterly updates to risk register to capture status of existing risks and add/remove risks as appropriate.

1.6. Task 1.6 – Contract/Change Management

1.6.1. The PMC team will work with SVP staff as needed to support management of Engineering Procurement Construction (EPC) or developer contracts for the program.

1.6.1.1. The PMC team will evaluate and make recommendations to enhance SVP's current Potential Change Order form as needed to meet best practices.

1.6.1.2. The PMC team will recommend additional standard forms and procedures as appropriate/required to best fit SVP's requirements and the SEP Program requirements.

1.6.2. As part of this task the PMC team will create, track and maintain a program and project level Change Order (CO) log to better inform SVP with real time updates on the potential impacts to the program and specific projects as a result of cumulative changes.

1.6.2.1. The PMC team will evaluate and verify designer and contractor change proposals (scope and cost) and supporting justification.

1.6.2.2. The PMC team will use e- Builder capabilities to provide real time access to CO status and associated financial metrics and streamline and verify/document CO reviews and approvals.

1.6.3. Task 1.6 Deliverables:

1.6.3.1. Facilitate the development and tracking of bid packages.

1.6.3.2. Document and implement change management procedures/processes.

1.6.3.3. Review / recommend approval or denial of SEP project invoices.

1.7. Task 1.7 – Programmatic Health and Safety Requirements

1.7.1. As part of this task, the PMC health and safety manager will set up and structure the programmatic health and safety plan requirements to be used and followed by each of the SEP project design consultants and construction contractors. In development of the programmatic health and safety plan, the PMC health and safety manager will leverage AECOM best practices and existing SVP health and safety requirements to identify additional requirements and best practices used by other clients on other projects.

1.7.2. While Contractor will be providing program level safety support, SVP's design consultants and construction contractors are responsible for the safety of their operations and control of the site. Contractor will support actions needed to assign health and safety responsibility to design and construction contractors such as contract terms and recommendations to evaluate and monitor compliance by design and construction contractors.

1.7.3. Task 1.7 Deliverables:

1.7.3.1. Develop programmatic health and safety plan.

1.7.3.2. Track and monitor SEP project's implementation and compliance with required health and safety protocols.

1.8. Task 1.8 – Schedule Oversight

1.8.1. At the program level, the PMC team scheduler will use Primavera P6 (P6) to create an overall program schedule (based on each Contractor's individual project schedules) and then implement the overall program schedule into e-builder.

1.8.1.1. This will allow the PMC team scheduler to better control the schedule ties and critical path providing better insight into the logic and required sequencing of the overall program schedule.

1.8.1.2. The PMC team scheduler will develop the program schedule to account for external factors/influences such as equipment procurement and other project stakeholders including, but not limited to, PG&E, Santa Clara City Council, and developers.

1.8.2. At the project level, the design consultants and construction contractors will own and be responsible for their project's design phase and construction schedules.

1.8.2.1. The project level schedule format will likely be similar to the format of the program schedule.

1.8.2.2. The PMC team scheduler will use P6 in the background and then implement a customized schedule into e-builder. For example, PMC will develop a level 2 project schedule rolled up from the contractor's schedule for high level review by the PMC team and SVP.

1.8.3. The PMC team will also develop recommended specific schedule requirements to be followed by the design consultant and contractor, and implement these schedule requirements into a standard contractual exhibit that can be included in contracts with design consultant's and contractor's to help the PMC team and SVP staff have better control on the necessary schedule data received by others.

1.8.4. The PMC team will provide program schedule critical path analysis and recommendations to expedite completion and mitigate delays, on a regular basis through the periodical schedule analysis and schedule update report.

1.8.4.1. Where specific projects within the program fall behind schedule, the PMC team will work with the design consultants to adjust critical path items.

1.8.4.2. During construction, the PMC team will also help track and monitor the delivery of key product materials and electrical equipment procurement.

1.8.4.3. The PMC team's schedule performance analysis will be communicated effectively in accordance with the job specific report frequency matrix, which will include: contract and execution milestones, work force and progress charts, updated summary and control schedules, look-ahead and specialty schedules, critical path and variance analysis, total float, and regular status meetings.

1.8.5. Task 1.8 Deliverables:

1.8.5.1. Develop and maintain project and program schedules.

1.8.5.2. Review/ make recommendations to standard schedule templates in e-Builder.

1.8.5.3. Standardize design consultant and contractor schedule input.

1.9. Task 1.9 – Cost Control/Estimating

1.9.1. As part of this task, the PMC team will monitor and evaluate the performance of the overall SEP program and each project within the program.

1.9.2. Program and project financial budget status, schedule, and associated cash flow projections as well as required budget authorizations will be evaluated on a regular basis. Budget reporting shall include appropriations budgets, encumbrance budgets, and contract budgets.

1.9.3. The PMC team will monitor the financial budget status through a list of applicable cost performance reports on the job-specific report frequency matrix, including due dates.

1.9.4. Cost performance will be periodically reported to SVP quarterly and will be reconciled to the metrics compiled in the cost database processor. The PMC team will produce standard slides to report cost performance in a consistent format, such as PMC team standard client weekly report and updated resource/spend-out plans, in addition to the project cash flow and forecast.

1.9.5. The cost control process will be developed and documented by the PMC team including input from SVP staff to monitor budgets. The process will include provisional allowances for the project and preparing useful reports for use by the PMC team and SVP staff.

1.9.6. The cost control measures will use cost data from SVP, the design consultants, contractors, and the PMC team. The generated reports

will indicate program and project costs aspects, and are envisioned to include the following:

1.9.6.1. Potential and pending changes;

1.9.6.2. Variances between actual and budgeted costs;

1.9.6.3. Anticipated / Unforeseen costs;

1.9.6.4. Use of SVP in-house forces;

1.9.6.5. Use of allowances or contingencies in contractor contract.

1.9.7. Budget revisions will be incorporated into the cost control system. Payment requests from the contractor will be reviewed by the PMC team and recommendations for approval will be presented to SVP.

1.9.8. The PMC team will process and monitor contractor use of allowances within the construction contract. The PMC team will track costs within the cost control system.

1.9.9. The PMC team will also work through e-Builder (in coordination with SVP) to initiate a program level cost reporting visible by all and based on key program and project level performance indicators to manage, analyze, and communicate the costs at the program level on a regular basis.

1.9.10. Task 1.9 Deliverables:

1.9.10.1. Review/ validate project budgets.

1.9.10.2. Perform cash flow analysis.

1.9.10.3. Manage and analyze actual vs. planned budget and address needs for additional budget approvals where needed.

1.9.10.4. Perform earned value analysis for SEP program and associated projects.

1.9.10.5. Generate SEP program/ projects cost reports.

1.9.10.6. Review and evaluate contractor pricing.

1.9.10.7. Review and evaluate change order requests.

1.10. Task 1.10 – Records Management

1.10.1. The PMC team records manager will identify and use an optimal centralized electronic filing system to retain/archive and access appropriate program/project documents. Contractor shall evaluate the use of the City's existing laserfiche program where applicable.

1.10.2. The PMC team will consider both SVP network-based filing location, and online/shared electronic file retention/management sites.

1.10.3. The PMC team will also recommend and document standardized requirements and procedures for retention and archiving of

appropriate project documents, and define and list required project documents to be retained and archived, such as design packages, shop drawings, equipment and material submittals, testing and commissioning plans, Requests for Information (RFI), change orders, design changes, and as-builts.

1.10.4. The PMC team records manager will work with SVP staff to develop and or enhance the program and project standard folder structure and help implement consistent utilization of structure throughout SEP projects. The PMC team's record manager will also work across all the projects in the portfolio to upload, download, rename files and keep version control of project records.

1.10.5. Task 1.10 Deliverables:

1.10.5.1. Identify and use an optimal centralized electronic filing system to retain/archive and access appropriate program/project documents.

1.10.5.2. Establish and document standardized requirements and procedures for retention and archiving of appropriate project documents.

1.11. Task 1.11 – e-Builder Support

1.11.1. The PMC team's e-Builder lead will assist the PMC team staff in expediting their understanding of e-Builder, enhancing PMC staff capabilities and seamlessly integrate PMC team's use of SVP's e-Builder platform.

1.11.2. The PMC will

1.11.2.1. Analyze "system adoption" type reports and process workflow usage to identify extent of system usage.

1.11.2.2. Develop strategies plans to increase e-Builder usage accordingly.

1.11.2.3. Evaluate SVP's e-Builder platform and setup to see where optimization and enhancement/additions may be desirable.

1.11.3. Assumption: For year 2 and beyond it is assumed that there are no e-Builder services

1.11.4. Task 1.11 Deliverables:

1.11.4.1. Evaluate and develop schedule templates.

1.11.4.2. Enhance user interface with outside Contractors/ Vendors where possible.

1.11.4.3. Evaluate and improve workflow improvements where possible.

1.11.4.4. Develop or optimize document archiving processes.

1.11.4.5. Develop and or enhance dashboards (for project team vs. executive/management team, etc.).

1.12. Task 1.12 – Public Outreach

1.12.1. Public outreach for the SEP program is not currently envisioned to require significant support from the PMC team. As requested by SVP staff, the PMC team can provide limited public outreach support for the new 115kV T-line from Northern Receiving Station (NRS) to Kifer Receiving Station (KRS) project and the Reconfigure 60kV T-line NW and Center Loop project.

1.12.2. Task 1.12 Deliverables may include:

1.12.2.1. Prepare project information for council meetings.

1.12.2.2. Eminent domain queries.

1.12.2.3. Status report out to customers such as major data centers two to three times per year using SVP standard template/approach.

2. TASK 2 – PROGRAM WIDE TECHNICAL SUPPORT

2.1. Task 2.1 – General Technical/Engineering Support

AECOM's general technical/engineering support will include the following subtasks:

2.1.1. Task 2.1.1 – Organize, review, and support development of SVP standards and libraries

2.1.1.1. Contractor will leverage its experience working for other agencies to develop program-wide engineering design criteria and standards.

2.1.1.2. The PMC technical support team will assist with updating of SVP's engineering design standards.

2.1.1.3. As part of this task, the PMC technical team will engage SVP management, engineering, and operations staff to better understand current SVP preferences and requirements, and to support the development of established program-level design requirements that will apply to every SVP System Expansion Plan Capital Program project.

2.1.1.4. Contractor will leverage and enhance existing SVP design standards and specifications developed to date. Where required, contractor will develop new SVP design standards and specifications pertaining to substations to support implementation of SEP Program (and other SVP) projects.

2.1.1.5. Contractor will update SVP standard engineering specifications including:

2.1.1.5.1. Update specifications to CSI standard numbers and format for consistency with industry standards and to differentiate specifications from SVP design standards/processes/procedures.

2.1.1.5.2. Inventory and assess existing specifications, identify specifications that may be missing, and recommend specifications fill in gaps.

2.1.1.5.3. Create specification libraries with standard Table of Contents (TOC) for each type of project SVP does including: distribution substation (SVP owned, typical 60KV-12KV); junction substation (dedicated customer, typ. Customer-owned); and transmission and distribution line extensions or rebuilds.

2.1.1.5.4. Identify and organize specifications by type or use, such as Procurement, Construction, Prescriptive, Performance, etc.

2.1.1.6. Develop inventory of standard engineering design drawings and identify where improvement may be needed.

2.1.1.6.1. Review SVP's Substation Design & Construction Manual Index (SD-5000).

2.1.1.6.2. Identify design standards, processes, or procedures that may be missing or needed.

2.1.1.6.3. Develop missing or incomplete design standards for review by SVP based on best industry standards, SVP preferences/requirements, etc.

2.1.2. Task 2.1.2 – As-built support – standards, cleanup of existing drawings

2.1.2.1. The PMC team will establish and document standardized requirements and procedures for preparation of as-built drawing package, including required file format (.pdf and .dwg), level of detail, supporting backup (e.g. redline hardcopies), etc.

2.1.2.2. The PMC team will support SVP to implement as-built standards and requirements consistently throughout SEP projects.

2.1.2.3. The PMC technical team will coordinate with SVP staff to obtain and compile available final design and as-built drawings associated with the SEP Program projects. The PMC technical team will review the final design/as-built plans, and help identify which drawings should be retained/archived and which drawings are outdated and/or

superseded and may be discarded. The PMC team will conduct site visits, if needed, and interviews with SVP Operations staff to identify, confirm and document as-built existing conditions.

2.1.3. Task 2.1.3 – Transformer/GIS procurement specifications/packages

2.1.3.1. The PMC team will support SVP's procurement process for capital equipment purchases by organizing technical specifications and/or technical packages that may be required for bidding or vendor procurement. Technical specifications may require meetings with the PMC team, SVP and vendors to confirm technology details.

2.1.3.2. The PMC team understands that SVP intends to procure a significant amount of large power transformers and GIS equipment for projects in the SEP Program. The PMC team will evaluate and support (if requested by SVP) the purchase of all (or most) transformers and or GIS in a single purchase order to one vendor. The PMC technical team will assist SVP to develop procurement specifications for this equipment. Specifically, the PMC team proposes to:

2.1.3.2.1. Review technical content of one power transformer procurement specification, including up to one technical data sheet specific to each project in the SEP program.

2.1.3.2.2. Review technical content of one gas-insulated substation (GIS) procurement specification, including content related to gas-insulated bus/line (GIB/GIL), and up to one technical data sheet specific to each project in the SEP program.

2.1.3.2.3. Review SVP proposed solicitation document and contract terms.

2.1.3.2.4. Review vendor proposals and assist SVP in identifying a preferred vendor.

2.1.3.2.5. Review vendor design and shop drawings, test plans, Operations and Maintenance (O&M) manuals, etc.

2.1.3.2.6. Provide comments for each review based on SVP stated project needs and applicable industry standards.

2.1.3.2.7. Assumptions for task 2.1.3 include the following:

2.1.3.2.7.1. SVP will provide a current draft of related specifications and solicitation documents previously developed by SVP for the

PMC team's review. The PMC team does not anticipate a need to originate these documents and will work with SVP to develop content.

2.1.3.2.7.2. The PMC technical team will provide review of the technical aspects, and the general contract terms and requirements.

2.2. Tasks 2.2 thru 2.10 – Engineering/Technical Support for SEP Projects

2.2.1. Contractor will provide engineering/technical support as shown in the project summary attached as Appendix 2 – Engineering/Technical Support Services by Project. Additional details about scope are defined in the following sections. Task 2.2.1 (Rebuild 60kV T-line Fiberglass and Walsh Substation is not included in Contractor's scope of services.

2.2.2. Subtask – Review planning package

The PMC technical team will review SVP's Planning Package for each SEP Program project. Review is anticipated to include: general project scope, schedule, risks, and required resources (including roles and responsibilities of internal SVP departments and staff, and consultants or contractor's roles and responsibilities), and accompanying concept plans/diagrams illustrating proposed and/or required improvements.

2.2.3. Subtask – Develop design scope of work

2.2.3.1. To help expedite procurement of design consultants for specific SEP Program projects, the PMC technical team will develop design scope document that can be used in SVP's call for proposals (CFPs).

2.2.3.2. It is anticipated that the design scopes of work would include, proposed/planned project description / improvements, design criteria, schedule requirements, design consultant's scope of work, DIR requirements, and a preliminary concept plan illustrating the project site/proposed improvements.

2.2.4. Subtask – Design package reviews

2.2.4.1. As part of this task, the PMC team's technical staff will provide Quality Assurance (QA) reviews of design consultants' work products.

2.2.4.2. This task will include technical review of the design consultant's work products, including conformance with SVP standards and program-wide design criteria, and coordinating meetings with the design consultant and appropriate group(s) within SVP to address unresolved

issues. Contractor's team of specialized technical staff can be used to review design plans and specifications and assist SVP in providing thorough technical evaluations.

2.2.4.3. In addition, the PMC team's technical review of the detailed design package for each SEP Program project will check for compliance with the contract scope of work, specific project requirements, and applicable codes and standards. The PMC technical team will assign discipline specific leads to review each design package and provide a consolidated set of review comments to SVP for consideration at each submittal stage. The PMC team will then meet with SVP and the Engineer of Record (EOR)/designer at each design submittal stage to clarify and resolve outstanding comments.

2.2.4.4. Assumptions for this Subtask include the following:

2.2.4.4.1. The number and quantity of review documents may vary based on project specific needs and contract requirements. Design documents are anticipated to include on the order of 200 drawings and 20 design specifications at the 100% stage.

2.2.4.4.2. PMC technical team review comments would typically be consolidated and returned in a spreadsheet, redline markup, and/or other standardized comment tracking format, with comment/response tracked through the 100%/Issued For Construction (IFC) design phase.

2.2.4.4.3. Review comment responses will typically be delivered in 2-4 weeks depending on the project size, submittal stage, and schedule requirements, to be mutually agreed upon per specific project needs.

2.2.5. Subtask – Engineering support during construction

2.2.5.1. It is anticipated that the design consultant/EOR for each project will primarily be responsible to perform engineering support during construction.

2.2.5.2. If requested by SVP, the PMC team can provide engineering support during construction to assist SVP in responding to construction contractor RFI, reviewing and commenting on contractor submittals, and evaluating pros/cons of design and construction options. It is anticipated that this as-needed support will primarily occur for on major submittals or specific issue resolution.

2.2.6. Subtask – Environmental/CEQA support

2.2.6.1. As part of this task, the PMC team will provide as-needed programmatic environmental support services to SVP to facilitate compliance with applicable environmental requirements of the program.

2.2.6.2. The PMC team's environmental lead will work with Contractor's broader program management team to identify environmental compliance requirements on each project.

2.2.6.3. Additional environmental support services may include:

2.2.6.3.1. Evaluating CEQA compliance needs for each project, including whether projects qualify for Categorical Exemptions or require CEQA environmental review.

2.2.6.3.2. For those projects that will not qualify for a Categorical Exemption, Contractor will evaluate and recommend the appropriate level of environmental review that is appropriate. Contractor expects that most projects will qualify for Categorical Exemptions, but recognizes that some capacity-increasing or new infrastructure projects may require some level of CEQA review and public noticing. For those projects that will not qualify for Categorical Exemptions, Contractor anticipatesthat Initial Studies accompanied by either a Negative Declaration or Mitigated Negative Declaration are the most likely types of CEQA review that would be necessary. Where appropriate, recommendations will also be made to streamline CEQA compliance at a program level.

2.2.6.3.3. Providing recommendations for technical studies to support CEQA environmental review or documentation of a Categorical Exemption.

2.2.6.3.4. Evaluating regulatory permitting requirements related to potential impacts to wetlands, waters of the United States, cultural resources, listed species, or other resources.

2.2.6.3.5. Developing recommendations or guidance to assist projects in minimizing or avoiding potential regulatory permitting triggers or other impacts.

2.2.6.3.6. Providing guidance on the handling, management, and disposal of hazardous materials.

2.2.6.3.7. Developing a framework for documenting environmental compliance on each project.

2.2.6.3.8. While not specifically included in this scope, AECOM has local teams and expertise to prepare CEQA documents and perform the appropriate public noticing, as well as related technical studies (e.g. biology, cultural resources, air quality, noise) or regulatory permitting, should SVP require additional assistance.

2.2.7. Subtask – Right-of-Way Engineering and Acquisitions

If required by SVP, Contractor can mobilize staff to support Right of Way (ROW) engineering, reviews and acquisition tasks which may include field surveying. Contractor can support SVP's evaluation or negotiation with other stakeholders. Required scope of services and associated costs will be developed at a future date if requested by SVP.

3. TASK 3 – PROJECT MANAGEMENT FOR SEP PROJECTS

3.1. Contractor will provide project management services for the following Capital Projects:

3.1.1. Task 3.1 – PM for Rebuild 60 kV T-line Fiberglass and Walsh Substation is not included in Contractor's scope of services.

3.1.2. Task 3.2 –Project 2445-0000 (NRS 392 breaker mitigation)

3.1.3. Task 3.3 –Project 2430-0000 (NRS Transformer 2, spare transformer)

3.1.4. Task 3.4 –Project 0000-5001 (Rebuild 60 kV T-line Walsh and Uranium Substations)

3.1.5. Task 3.5 –Project 2456-0000 (Rebuild Scott Receiving Station, SRS)

3.1.6. Task 3.6 –Project 2453-0000 (Rebuild Kifer Receiving Station, KRS)

3.1.7. Task 3.7 –Project 2454-0000 (NRS transformer upgrade)

3.1.8. Task 3.8 –Project 2455-0000 (New 115 kV T-line connecting NRS to KRS)

3.1.9. Task 3.9 –Project 0000-5003 (Reconfigure 60kV T-line Northwest and Center Loop)

3.1.10. Task 3.10 – The following Substation Projects:

3.1.10.1. Project 2451-0000 (Freedom Circle Junction Substation 49MVA)

3.1.10.2. Project 2443-0000 (Laurelwood Junction Substation 99MVA)

3.1.10.3. Project 2442-0000 (San Tomas Junction Substation 99MVA)

3.1.10.4. Pacific Substation

3.1.10.5. Bowers Area Junction

3.2. For the SVP Capital Program projects (SEP and substation projects identified in Appendix 3 – Project Management Support Services by Project), Contractor will support SVP by providing project management services in order to drive progress on the projects and maintain project schedules. Contractor PMs will support projects by:

3.2.1. Providing a consistent contact person for each project who can interface between SVP, developers, stakeholders, contractors, EPC's, EOR, Authority Having Jurisdiction (AHJ), CAISO,

3.2.2. Monitoring communications so that key information is distributed to the correct group of people and

3.2.3. Managing action items so that project contributors, stakeholders and EORs meet their delivery date commitments.

4. Background:

4.1. The development of this scope and cost proposal to perform program management services is largely based on SVP's Program Management Services Call for Proposal and the SEP Program "gap analysis" work performed by AECOM under Task Order No.1. (TO1) Issued under the Original Agreement.

4.2. The TO1 "gap analysis" work performed in late 2021 was instrumental in helping AECOM's program management team better understand the SEP program objectives, the status of various SEP Program projects, typical SVP processes and design standards, typical SVP staff roles and responsibilities, and the organizational structure and availability of SVP staff resources.

4.3. Contractor's PMs will focus on and execute detailed services that were identified in AECOM's Gap Analysis (discussed with SVP) such as:

4.3.1. For development projects, Contractor will prepare a project fact sheet including, but not limited to: summary of development project scope, interconnection details, point of contact, status of key project milestones. Contractor will regularly update project fact sheet on at least a monthly basis.

4.3.2. For PG&E projects, Contractor will prepare project fact sheet summarizing PG&E project scope and includes, but is not limited to: interconnection details, PG&E project manager/point of contact, status of key project milestones. Contractor will regularly update project fact sheet on at least a monthly basis.

4.3.3. Contractor will complete project-level reports for SVP on a monthly basis.

4.3.4. Contractor will develop project-specific budgets, staffing plans (including construction management and quality assurance), and schedules.

4.3.5. Contractor will facilitate and coordinate the engineering support services described in this Exhibit A.

4.3.6. Contractor will implement program management procedures to individual projects described in this Exhibit A.

4.4. Generally, Contractor project managers will also:

4.4.1. Serve as the primary (or secondary) point of contact for the project to support the SVP project manager.

4.4.2. Coordinate with SVP departments.

4.4.3. Manage project implementation.

4.4.4. Coordinate project work with PG&E.

4.4.5. Manage Public Works Contract Scope of Work (SOW) and equipment with long lead time procurement.

4.4.6. Plan and coordinate system energization with other projects (e.g. KRS project manager must coordinate with adjacent NRS and SRS project).

4.4.7. Manage environmental permitting process (if required for project).

4.4.8. Coordinate technical inquiries between the SVP's team, leads or engineers.

4.4.9. Coordinate Contractor's review of Engineering Planning Packages, Design Scope Packages, and Design Packages including:

4.4.9.1. Deliver Contractor's review comments to SVP.

4.4.9.2. Organize discussions/conference calls between key technical staff and EOR's if needed.

4.4.9.3. Facilitate resolution of review comments and responses.

4.4.10. Oversee or distribute (if needed) key communications from SVP or developer to so that the key information is cascaded fully throughout the project team and relevant stakeholders. Organize conference calls where needed to complement email communications between parties.

4.4.11. Review billing invoices from other SVP contractors (EPC, EOR, AHJ permit fees) including: validate that invoiced work has been received and accepted by SVP, accurate rates are charged, and that the contractor has complied with any prevailing wage requirements.

4.4.12. Regularly validate that the Contractor team activities are within the approved scope of work.

4.4.13. Identify tasks where Contractor could provide added value to SVP (such as tasks that could generate a time savings or cost savings).

4.4.14. Be available to SVP for troubleshooting and regulatory guidance and participate in negotiations and contracting.

4.4.15. Engage previously identified Subject Matter Experts (SMEs) for individual projects if discipline-specific questions arise (such as right-of-way access, environmental permitting, etc.).

4.4.16. Execute the projects in accordance with Contractor's Quality Management System and Project Delivery System, thus bringing influence from Contractor's ISO9001 certification.

4.4.17. Respond to other ad hoc requests from SVP as feasible within the proposed Time and Materials budget.

4.4.18. This Agreement as Amended does not include any field activities. In the event additional services are added that include field activities, Contractor may be required to execute a labor compliance addendum and comply with associated prevailing wage provisions.

5. Schedule:

5.1. The SEP Program will be implemented over approximately six (6) years from the effective date of this Amendment No. 1).

5.2. The scope of services in this Exhibit A reflects all services that are currently anticipated to be provided by Contractor in support of SVP's SEP Program over the approximate six-year period.

Appendix A:
Program Management Consultant (PMC) Organizational Chart



Manuel Pineda, PE
Kevin Kolnowski, PE

Alan Kurotori, PE
Albert Saenz, PE
Billy Quach

Principal In-Charge
Bob Turley, PE

Program Management

Program Manager
David Fyfe, PE, LEED AP

Deputy Program Manager
Shelley Howard

Program Controls

Program Management Plan
Joseph Butkovich

Program Controls Lead
Joseph Williams, PMP

Financial Oversight
Ira Ray

Schedule Oversight
Matthew Walker

Records Management
Isis Amoah

E-Builder & Dashboard Reporting
Aaron Rupp, PMP

Cost Estimating
Tyler Searle, STS
William Melton

Contract Management
Charles Twamugabo (SVI)

Health and Safety
Shannon Couch

Program Wide Technical Support

Lead Principal Engineer
Dean Goward, PE

Electrical Substation
Ivan Welander, PE
David Staley, PEWA
Travis Haselhorst, PE

Electrical Transmission
Dennis Cirrone, PE

Protection & Controls
Kalpesh Salunkhe, PE

SCADA
Manoj Appikonda

Additional Resources
Auriga

BESS
Nazar Al-Khayat, PhD

Commissioning
Jack Akins

Civil/Structural
Savas Kolankaya, SE

Geotechnical
Philip Meymand, PhD, PE, GE

Constructability Reviews
Morgan Ellison

Regulatory/Environmental Compliance
John Chamberlain

Stakeholder Outreach
Laura Adleman, CFM

Project Management for SEP Projects

Project Managers

Omid Rahmati, PENV
T-Line Projects (115kV NRS to KRS, 60kV Fiberglass & Walsh, 60kV Walsh & Uranium, 60kV Northwest & Center Loop)

Peter Montalvo
NRS Projects (Breaker Mitigation, Transformer Upgrade, & Spare Transformer) & Substation Projects

Mari Gomez
Rebuild KRS & SRS Projects

Deputy Project Managers

McKennan Bertsch, PE
NRS & Substation Projects

Carmen Caceres-Schnell
Rebuild KRS & SRS Projects

Deirdre O'Hara
T-Line Projects

Appendix B – Engineering/Technical Support Services by Project

SEP Projects	Estimated Project Completion Date	Review Planning Package	Develop Design Scope	Review Design Package	Engineering Support During Construction	Environmental/ CEQA Support	ROW Engineering and Acquisition Support
2.2 Rebuild 60kV T-line Fiberglass and Walsh Substation	5/30/2022	-	-	-	-	-	-
2.3 NRS 392 Breaker Mitigation	3/30/2024	✓	✓	✓	✓	✓	-
2.4 NRS Transformer 2 / spare transformer	3/30/2024	✓	✓	✓	✓	✓	-
2.5 Rebuild 60kV T-line Walsh and Uranium Substation	8/27/2024	✓	✓	✓	✓	✓	✓
2.6 Rebuild Scott Receiving Station (SRS)	4/30/2025	✓	✓	✓	✓	✓	-
2.7 Rebuild Kifer Receiving Station (KRS)	4/30/2025	✓	✓	✓	✓	✓	-
2.8 NRS Transformer Upgrade	4/30/2025	✓	✓	✓	✓	✓	-
2.9 New 115kV T-line interconnecting NRS to KRS	6/1/2027	✓	✓	✓	✓	✓	✓
2.10 Reconfigure 60kV T-line Northwest and Center Loop	2/11/2028	✓				✓	✓
2.11 50 MW (200MWh) Kifer Battery Energy Storage Project	estimated 2026			✓			-
2.12 Development Substation Projects							
San Tomas Junction Substation 99MVA	Sept 2022	-	-	-	-	-	-
Freedom Circle Junction Substation 49MVA	June 2023	-	-	-	-	-	-
Stender Way Junction Substation 49MVA	July 2023	-	-	-	-	-	-
Memorex Avenue Junction Substation 89MVA	Dec 2023	-	-	-	-	-	-
Esperanca Substation 49MVA	June 2024	-	-	-	-	-	-
Martin Avenue Junction Substation 49MVA	Aug 2024	-	-	-	-	-	-
Laurelwood Junction Substation 99MVA	2024/2025	-	-	-	-	-	-

Appendix C – Project Management Support Services by Project

SEP Projects	Estimated Project Completion Date	Project Management Services to be Provided
Rebuild 60kV T-line Fiberglass and Walsh Substation	5/30/2022	-
NRS 392 Breaker Mitigation	3/30/2024	✓
NRS Transformer 2 / spare transformer	3/30/2024	✓
Rebuild 60kV T-line Walsh and Uranium Substation	8/27/2024	✓
Rebuild Scott Receiving Station (SRS)	4/30/2025	✓
Rebuild Kifer Receiving Station (KRS)	4/30/2025	✓
NRS Transformer Upgrade	4/30/2025	✓
50 MW (200MWh) Kifer Battery Energy Storage Project	estimated 2026	
New 115kV T-line interconnecting NRS to KRS	6/1/2027	✓
Reconfigure 60kV T-line Northwest and Center Loop	2/11/2028	✓
Development Substation Projects		
San Tomas Junction Substation 99MVA	Sept 2022	✓
Freedom Circle Junction Substation 49MVA	June 2023	✓
Stender Way Junction Substation 49MVA	July 2023	-
Memorex Avenue Junction Substation 89MVA	Dec 2023	-
Esperanca Substation 49MVA	June 2024	-
Martin Avenue Junction Substation 49MVA	Aug 2024	-
Laurelwood Junction Substation 99MVA	2024/2025	✓
Pacific Substation XX MVA	TBD	✓
Bowers Area Junction XX MVA	TBD	✓

AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA AND
AECOM TECHNICAL SERVICES
EXHIBIT B - COMPENSATION AND FEE SCHEDULE

AMENDED APRIL 30, 2022

1. Compensation
   1.1. This is a time and materials agreement.
   1.2. Cost Estimates:
      1.2.1. Estimated Costs:
         1.2.1.1. Labor costs to provide support services included in Exhibit A, for a 5-year duration as part of this Amendment No. 1 are estimated to be $9,968,447.
         1.2.1.2. Additional detail on the estimated cost by task and staff can be found in the attached cost tables.
            1.2.1.2.1. Exhibit B - Table 1 - provides a summary of the annualized costs for each task over the entire 5-year duration.
            1.2.1.2.2. Tables 1A – 1E provide a detailed breakdown of the annual cost per task and staff for Task 1 for 5 years. A portion of Task Order 1 has been previously authorized under Purchase Order 26657.
            1.2.1.2.3. Tables 2A – 2E provide a detailed breakdown of the annual cost per task and staff for Task 2 for each of the 5 years.
            1.2.1.2.4. Tables 3A – 3E provide a detailed breakdown of the annual cost per task and staff for Task 3 for each of the 5 years.
         1.2.1.3. Subject to written approval of the City, Contractor may transition costs between categories within each cost estimate but only to the extent that these transitions leave sufficient funding to complete the projects identified in each cost estimate.
   1.3. Contractor shall notify City as soon as practical if there is a risk that cost estimates will be exceeded and shall not perform work that will result in costs exceeding the estimate without an executed amendment to this Agreement.

1.4. The maximum compensation specified in Section 6 includes all services provided under this Agreement as Amended including those services provided in advance of this Amendment.

2. Rates

2.1. Services shall be provided according to the rates in Table B2 – AECOM Hourly Rates - Effective December 1, 2020 with Rate Adjustments according to the provisions of Section 2.3 of this Exhibit B. Services performed prior to this Amendment shall be invoiced at the rates in place at the time of the service.

2.2. Overtime for exempt employees will be billed at 1.5 times hourly rate. Any work requiring overtime rates shall be expressly identified and approved in writing by the City prior to commencing work.

2.3. Rate Adjustments. Table B2 - Hourly Rates shall have an annual escalation of 2% from December 1, 2020, to December 1, 2025. No later than 30 days before the commencement of the sixth year of the term of the Agreement, Contractor may request by written notice to the City further adjustments to the Table B2 - Hourly Rates; provided, Contractor shall provide justification for the proposed adjustment for the subsequent years. City may approve or deny such adjustment request in its sole discretion which will be provided in writing (e-mail acceptable).

3. Authorization for Work:

3.1. In the event that Contractor is requested to perform additional work not included in the scope of this Agreement or if a task exceeds the Budget outlined in the exhibits, Contractor shall submit a proposal for such additional work. If contingency funds are available in the Agreement to complete the project quoted, Contractor may perform such additional work upon written authorization of the City (e-mail acceptable).

3.2. If insufficient contingency funds are available to complete proposed work, an Amendment to this Agreement shall be executed in advance of starting work. No products or services that will commit or authorize funds in excess of the contingency funds outlined in will be provided unless both Parties execute an Amendment to this Agreement.

4. Reimbursable Expenses

4.1. City Requested Expenses. Outside services such as, but not limited to outside reprographic services, materials and equipment, will be invoiced at cost plus 3%. Subcontractor services will be invoiced at cost plus 5%.

4.2. Expenses shall be reimbursable only to the extent that CONTRACTOR submits sufficient documentation to the City that the expenses were directly incurred in providing the requested services and that such costs are not already included in the fee or hourly rate.

4.3. Travel and Per Diem. Travel and Per Diem will be invoiced at cost.

4.3.1. 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

4.3.2. Mileage. Personal automobile travel from portal to portal or between locations will be charged at IRS mileage rates per mile in place at the time of travel.

4.3.3. Travel Expenses. Airfare, car rental, taxi, parking, tolls, and incidental expenses will be invoices at cost, with receipts provided for any expenses. Airfare, if required, shall be at economy class.

4.4. An estimate for any anticipated reimbursable expenses shall be included in Contractor's response to any CFP or other proposal to perform additional work.

4.5. Contractor shall provide supporting documentation such as invoices or receipts for all Pass-Through costs.

5. Invoicing and Payments:

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

5.2. All monthly invoices shall include

5.2.1. PO number,

5.2.2. Itemization of the authorized expenses incurred, if any, with a detail listing the cost and source of such expenses and when they were incurred in a formal that will permit City to verify rates are the same as those authorized in the Agreement.

5.2.3. Amount paid to date and remaining Agreement amount.

5.3. 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.

5.4. If there are no discrepancies or deficiencies in the submitted invoice and Contractor has submitted all required Certified Payroll (where required), City shall process the invoice for payment.

5.5. Contractor shall maintain documentation of such time and costs for City inspection for a period of three (3) years from the date of termination of this Agreement.

Exhibit B - Table 1A - Detailed Breakdown of AECOM's Estimated Labor Costs for Task 1 (Year 1)

Silicon Valley Power System Expansion Plan Program

AECOM Program Management Services

AECOM Program Management Services (YEAR 1 - Apr 2022 to Mar 2023)	Principal	Program Manager	Deputy Program Manager	Contract Manager	Safety Manager	Project Controls/ Manager	Financial Oversight	Cost Estimating	Cost Estimating	Schedule	Records Manager	E-Builder	Public Outreach	ODCs (Travel)	Labor Cost
	Principal	Program Manager	Senior Professional V	Contract Manager	Senior Professional III	Senior Project Analyst	Senior Professional III	Senior Project Analyst	Senior Project Analyst	Senior Professional IV	Admin/Project Assistant	Senior Professional V	Senior Professional III		
	Bob Turley	David Fyfe	Shelley Howard	Joe Butkovich	Shannon Couch	Joseph Williams	Ira Ray	Tyler Searle	William Melton	Matthew Walker	Isis Amoah	Aaron Rupp	Laura Adelman		
Bill Rate	$286.11	$286.11	$202.88	$228.89	$161.26	$175.83	$161.26	$175.83	$175.83	$182.07	$98.84	$202.88	$161.26		
Task Description															
	-	-	-	-	-	-	-	-	-	-	-	-	-		
Task 1 - SEP Program Management															
Task 1.1 - Develop Program Management Plan	20	120	80	40										$ -	$ 65,441
Task 1.2 - Develop Staffing Plan	20	80	60											$ -	$ 40,784
Task 1.3 - Program Management/Coordination	40	1140	400											$ -	$ 418,761
Task 1.4 - Program Level Cost & Schedule Management Tracking & Reporting	5	240	240											$ -	$ 118,788
Task 1.5 - Risk Management	5	80	60											$ -	$ 36,492
Task 1.6 - Contract/Change Management	5	180	60											$ -	$ 65,103
Task 1.7 - Programmatic Health & Safety Requirements	5	80	60		120									$ -	$ 55,843
Task 1.8 - Schedule Oversight				20		150				1000				$ -	$ 213,022
Task 1.9 - Cost Control/Cost Estimating				20		250	1000	60	160					$ -	$ 248,479
Task 1.10 - Records Management											750			$ -	$ 74,129
Task 1.11 - e-Builder Support												500		$ -	$ 101,439
Task 1.12 - Public Outreach		80	40										80	$ -	$ 43,905
Budget for bill rate increase (Dec 2022 to Mar 2023)														$ -	$ 7,411
Task 1 Total Hours	**100**	**2000**	**1000**	**80**	**120**	**400**	**1000**	**60**	**160**	**1000**	**750**	**500**	**80**		
Task 1 Total Cost	**$28,611**	**$572,220**	**$202,878**	**$18,311**	**$19,351**	**$70,331**	**$161,262**	**$10,550**	**$28,132**	**$182,070**	**$74,129**	**$101,439**	**$12,901**		**$1,489,596**

Exhibit B - Table 1B - Detailed Breakdown of AECOM's Estimated Labor Costs for Task 1 (Year 2)
Silicon Valley Power System Expansion Plan Program
AECOM Program Management Services

AECOM Program Management Services (YEAR 2 - Apr 2023 to Mar 2024)	Principal	Program Manager	Deputy Program Manager	Contract Manager	Safety Manager	Project Controls/ Manager	Financial Oversight	Cost Estimating	Cost Estimating	Schedule (8 projects)	Records Manager	E-Builder	Public Outreach	ODCs (Travel)	Labor + ODC Cost
	Principal	Program Manager	Senior Professional V	Contract Manager	Senior Professional III	Senior Project Analyst	Senior Professional III	Senior Project Analyst	Senior Project Analyst	Senior Professional IV	Admin/Project Assistant	Senior Professional V	Senior Professional III		
	Bob Turley	David Fyfe	Shelley Howard	Joe Butkovich	Shannon Couch	Joseph Williams	Ira Ray	Tyler Searle	William Melton	Matthew Walker	Isis Amoah	Aaron Rupp	Laura Adelman		
Bill Rate	$291.83	$291.83	$206.94	$233.47	$164.49	$179.34	$164.49	$179.34	$179.34	$185.71	$100.81	$206.94	$164.49		
Task Description															
	-	-	-	-	-	-	-	-	-	-	-	-	-		
Task 1 - SEP Program Management															
Task 1.1 - Develop Program Management Plan														$ -	$ -
Task 1.2 - Develop Staffing Plan														$ -	$ -
Task 1.3 - Program Management/Coordination	100	1520	760											$ -	$ 630,039
Task 1.4 - Program Level Cost & Schedule Management Tracking & Reporting		240	120											$ -	$ 94,872
Task 1.5 - Risk Management		80	40											$ -	$ 31,624
Task 1.6 - Contract/Change Management		80	40											$ -	$ 31,624
Task 1.7 - Programmatic Health & Safety Requirements		40	20		40									$ -	$ 22,391
Task 1.8 - Schedule Oversight				20		100				750				$ -	$ 161,887
Task 1.9 - Cost Control/Cost Estimating				20		100	750	60	160					$ -	$ 185,425
Task 1.10 - Records Management											750			$ -	$ 75,611
Task 1.11 - e-Builder Support												120		$ -	$ 24,832
Task 1.12 - Public Outreach		40	20										40	$ -	$ 22,391
Budget for bill rate increase (Dec 2023 to Mar 2024)														$ -	$ 6,403
Task 1 Total Hours	100	2000	1000	40	40	200	750	60	160	750	750	120	40		
Task 1 Total Cost	$29,183	$583,664	$206,936	$9,339	$6,579	$35,869	$123,365	$10,761	$28,695	$139,284	$75,611	$24,832	$6,579		$1,287,101

Exhibit B - Table 1C- Detailed Breakdown of AECOM's Estimated Labor Costs for Task 1 (Year 3)
Silicon Valley Power System Expansion Plan Program
AECOM Program Management Services

AECOM Program Management Services (YEAR 3 - Apr 2024 to Mar 2025)	Principal	Program Manager	Deputy Program Manager	Contract Manager	Safety Manager	Project Controls/ Manager	Financial Oversight	Cost Estimating	Cost Estimating	Scheduler (6.25 projects)	Records Manager	E-Builder	Public Outreach	ODCs (Travel)	Labor Cost
	Principal	Program Manager	Senior Professional V	Contract Manager	Senior Professional III	Senior Project Analyst	Senior Professional III	Senior Project Analyst	Senior Project Analyst	Senior Professional IV	Admin/Project Assistant	Senior Professional V	Senior Professional III		
	Bob Turley	David Fyfe	Shelley Howard	Joe Butkovich	Shannon Couch	Joseph Williams	Ira Ray	Tyler Searle	William Melton	Matthew Walker	Isis Amoah	Aaron Rupp	Laura Adelman		
Bill Rate	$297.67	$297.67	$211.07	$238.14	$167.78	$182.93	$167.78	$182.93	$182.93	$189.43	$102.83	$211.07	$167.78		
Task Description															
	-	-	-	-	-	-	-	-	-	-	-	-	-		
Task 1 - SEP Program Management															
Task 1.1 - Develop Program Management Plan														$ -	$ -
Task 1.2 - Develop Staffing Plan														$ -	$ -
Task 1.3 - Program Management/Coordination	100	1116	534											$ -	$ 474,679
Task 1.4 - Program Level Cost & Schedule Management Tracking & Reporting		200	120											$ -	$ 84,863
Task 1.5 - Risk Management		60	32											$ -	$ 24,615
Task 1.6 - Contract/Change Management		60	32											$ -	$ 24,615
Task 1.7 - Programmatic Health & Safety Requirements		32	16											$ -	$ 12,903
Task 1.8 - Schedule Oversight				20		60				600				$ -	$ 129,394
Task 1.9 - Cost Control/Cost Estimating				20		60	600		140					$ -	$ 142,015
Task 1.10 - Records Management											600			$ -	$ 61,699
Task 1.11 - e-Builder Support												40		$ -	$ 8,443
Task 1.12 - Public Outreach		32	16										40	$ -	$ 19,614
Budget for bill rate increase (Dec 2024 to Mar 2025)														$ -	$ 4,914
Task 1 Total Hours	**100**	**1500**	**750**	**40**		**120**	**600**		**140**	**600**	**600**	**40**	**40**		
Task 1 Total Cost	**$29,767**	**$446,503**	**$158,306**	**$9,525**		**$21,952**	**$100,666**		**$25,610**	**$113,655**	**$61,699**	**$8,443**	**$6,711**		**$987,752**

Exhibit B - Table 1D - Detailed Breakdown of AECOM's Estimated Labor Costs for Task 1 (Year 4)
Silicon Valley Power System Expansion Plan Program
AECOM Program Management Services

AECOM Program Management Services (YEAR 4 - Apr 2025 to Mar 2026)	Principal	Program Manager	Deputy Program Manager	Contract Manager	Safety Manager	Project Controls/ Manager	Financial Oversight	Cost Estimating	Cost Estimating	Scheduler (4 projects)	Records Manager	E-Builder	Public Outreach	ODCs (Travel)	Labor Cost
	Principal	Program Manager	Senior Professional V	Contract Manager	Senior Professional III	Senior Project Analyst	Senior Professional II	Senior Project Analyst	Senior Project Analyst	Senior Professional IV	Admin/Project Assistant	Senior Professional V	Senior Professional III		
	Bob Turley	David Fyfe	Shelley Howard	Joe Butkovich	Shannon Couch	Joseph Williams	Ira Ray	Tyler Searle	William Melton	Matthew Walker	Isis Amoah	Aaron Rupp	Laura Adelman		
Bill Rate	$303.62	$303.62	$215.30	$242.90	$171.13	$186.59	$171.13	$186.59	$186.59	$193.21	$104.89	$215.30	$171.13		
Task Description															
	-	-	-	-	-	-	-	-	-	-	-	-	-		
Task 1 - SEP Program Management															
Task 1.1 - Develop Program Management Plan														$ -	$ -
Task 1.2 - Develop Staffing Plan														$ -	$ -
Task 1.3 - Program Management/Coordination	80	760	380											$ -	$ 336,855
Task 1.4 - Program Level Cost & Schedule Management Tracking & Reporting		120	60											$ -	$ 49,352
Task 1.5 - Risk Management		40	20											$ -	$ 16,451
Task 1.6 - Contract/Change Management		40	20											$ -	$ 16,451
Task 1.7 - Programmatic Health & Safety Requirements		20	10											$ -	$ 8,225
Task 1.8 - Schedule Oversight				20		60				300				$ -	$ 74,018
Task 1.9 - Cost Control/Cost Estimating				20		60	300		160					$ -	$ 97,247
Task 1.10 - Records Management											400			$ -	$ 41,955
Task 1.11 - e-Builder Support														$ -	$ -
Task 1.12 - Public Outreach		20	10										40	$ -	$ 15,071
Budget for bill rate increase (Dec 2025 to Mar 2026)														$ -	$ 3,278
Task 1 Total Hours	**80**	**1000**	**500**	**40**		**120**	**300**		**160**	**300**	**400**		**40**		
Task 1 Total Cost	**$24,290**	**$303,622**	**$107,648**	**$9,716**		**$22,391**	**$51,340**		**$29,854**	**$57,964**	**$41,955**		**$6,845**		**$658,903**

Exhibit B - Table 1E - Detailed Breakdown of AECOM's Estimated Labor Costs for Task 1 (Year 5)
Silicon Valley Power System Expansion Plan Program
AECOM Program Management Services

AECOM Program Management Services (YEAR 5 - Apr 2026 to Mar 2027)	Principal	Program Manager	Deputy Program Manager	Contract Manager	Safety Manager	Project Controls/ Manager	Financial Oversight	Cost Estimating	Cost Estimating	Scheduler (2 projects)	Records Manager	E-Builder	Public Outreach	ODCs (Travel)	Labor Cost
	Principal	Program Manager	Senior Professional V	Contract Manager	Senior Professional III	Senior Project Analyst	Senior Professional III	Senior Project Analyst	Senior Project Analyst	Senior Professional IV	Admin/Project Assistant	Senior Professional V	Senior Professional III		
	Bob Turley	David Fyfe	Shelley Howard	Joe Butkovich	Shannon Couch	Joseph Williams	Ira Ray	Tyler Searle	William Melton	Matthew Walker	Isis Amoah	Aaron Rupp	Laura Adelman		
Bill Rate	$309.69	$309.69	$219.60	$247.76	$174.56	$190.32	$174.56	$190.32	$190.32	$197.08	$106.99	$219.60	$174.56		
Task Description															
	-	-	-	-	-	-	-	-	-	-	-	-	-		
Task 1 - SEP Program Management															
Task 1.1 - Develop Program Management Plan														$ -	$ -
Task 1.2 - Develop Staffing Plan														$ -	$ -
Task 1.3 - Program Management/Coordination	50	500	250											$ -	$ 225,232
Task 1.4 - Program Level Cost & Schedule Management Tracking & Reporting														$ -	$ -
Task 1.5 - Risk Management														$ -	$ -
Task 1.6 - Contract/Change Management														$ -	$ -
Task 1.7 - Programmatic Health & Safety Requirements														$ -	$ -
Task 1.8 - Schedule Oversight				20		60				160				$ -	$ 47,907
Task 1.9 - Cost Control/Cost Estimating				20		60	160		160					$ -	$ 74,755
Task 1.10 - Records Management											250			$ -	$ 26,746
Task 1.11 - e-Builder Support														$ -	$ -
Task 1.12 - Public Outreach													40	$ -	$ 6,982
Budget for bill rate increase (Dec 2026 to Mar 2027)														$ -	$ 1,908
Task 1 Total Hours	**50**	**500**	**250**	**40**		**120**	**160**		**160**	**160**	**250**		**40**		
Task 1 Total Cost	**$15,485**	**$154,847**	**$54,900**	**$9,910**		**$22,839**	**$27,929**		**$30,451**	**$31,533**	**$26,746**		**$6,982**		**$383,531**

Exhibit B - Table 2A - Detailed Breakdown of AECOM's Estimated Labor Costs for Task 2 (Year 1)
Silicon Valley Power System Expansion Plan Program
AECOM Program Management Services

AECOM Program Wide Technical Support (YEAR 1 - Apr 2022 to Mar 2023)	Electrical Substation	Electrical Substation	Electrical Substation	BESS	Protection & Controls	Electrical	Electrical	Electrical	Environmental	Civil/Structural	Civil/Structural	Geotechnical	ROW Support	ODCs (Travel)	Labor Cost
	Principal Engineer	Principal Engineer	Principal Engineer	Principal Engineer	Senior Engineer	Senior Engineer	Senior Engineer	Engineer	Senior Professional V	Principal Engineer	Project Engineer	Senior Engineer	Senior Professional III		
	Dean Goward	David Staley	Dennis Cimone	Naz Al-Khayat	Kalpesh Salunkhe	Ivan Welander	Travis Hasselhorst	Anjaneya Sharma	John Chamberlain	Saves Kolankaya	Kathleen Graham	Philip Meymand	Daniel Cronquist		
Bill Rate	$259.06	$259.06	$259.06	$259.06	$213.28	$213.28	$213.28	$100.24	$202.86	$259.06	$150.86	$213.28	$161.26		
Task Description															
Task 2 - Program Wide Technical Support															
Task 2.1 - General Technical/Engineering Support														$ -	$ -
Task 2.1.1 - Develop SVP Design Standards	40	40	16	16	60	30	200	80		10	20	6		$ -	$ 105,493
Task 2.1.2 - Develop SVP As-Built Standards	16	16	40	8	8	16	100			4		4		$ -	$ 49,061
Task 2.1.3 - Transformer & GIS Equipment Procurement Support	8	8	64			64		40		20				$ -	$ 43,926
Task 2.2 - Rebuild 60kV T-line Fiberglass and Walsh Subst (5-2022)														$ -	$ -
Task 2.2.1 - Review Planning Package (1 package)														$ -	$ -
Task 2.2.2 - Develop Design Scope (1 package)														$ -	$ -
Task 2.2.3 - Review Design Package (1 package)														$ -	$ -
Task 2.2.4 - Engineering Support During Construction														$ -	$ -
Task 2.2.5 - Environmental Support														$ -	$ -
Task 2.2.6 - ROW Engineering and Acquisitions														$ -	$ -
Task 2.3 - NRS 392 breaker mitigation (04-2024)														$ -	$ -
Task 2.3.1 - Review Planning Package (1 package)	4	2			10		6			4	8			$ -	$ 7,210
Task 2.3.2 - Develop Design Scope (1 package)	4	2			10		20			8	12			$ -	$ 11,836
Task 2.3.3 - Review Design Package (1 package)	2	2			8		6			4	8	1		$ -	$ 6,479
Task 2.3.4 - Engineering Support During Construction														$ -	$ -
Task 2.3.5 - Environmental Support									32					$ -	$ 6,492
Task 2.4 - NRS Transformer 2, spare transformer (04-2024)														$ -	$ -
Task 2.4.1 - Review Planning Package (1 package)	4					16	6			4	8			$ -	$ 7,972
Task 2.4.2 - Develop Design Scope (1 package)	4					16	6			8	12			$ -	$ 9,611
Task 2.4.3 - Review Design Package (1 package)	2					12	6			4	8	1		$ -	$ 6,814
Task 2.4.4 - Engineering Support During Construction														$ -	$ -
Task 2.4.5 - Environmental Support									32					$ -	$ 6,492
Task 2.5 - Rebuild 60kV T-line Walsh and Uranium Subst (09-2024)														$ -	$ -
Task 2.5.1 - Review Planning Package (1 package)	4				4	8	8			4	8	4		$ -	$ 8,398
Task 2.5.2 - Develop Design Scope (1 package)	4		16							16	32	4		$ -	$ 15,007
Task 2.5.3 - Review Design Package (1 package)	2				6	8	8			4	8	2		$ -	$ 7,578
Task 2.5.4 - Engineering Support During Construction														$ -	$ -
Task 2.5.5 - Environmental Support									32					$ -	$ 6,492
Task 2.5.6 - ROW Engineering and Acquisitions														$ -	$ -
Task 2.6 - Rebuild SRS (03-2025)														$ -	$ -
Task 2.6.1 - Review Planning Package (1 package)	4		4		16	16				8	8	4		$ -	$ 13,030
Task 2.6.2 - Develop Design Scope (1 package)	4		16		16	16				4	8	4		$ -	$ 15,102
Task 2.6.3 - Review Design Package (1 package)	2		4		8	12				4	8	4		$ -	$ 8,916
Task 2.6.4 - Engineering Support During Construction														$ -	$ -
Task 2.6.5 - Environmental Support									32					$ -	$ 6,492
Task 2.7 - Rebuild KRS (08-2025)														$ -	$ -
Task 2.7.1 - Review Planning Package (1 package)	4		4		16	16				8	8	4		$ -	$ 13,030
Task 2.7.2 - Develop Design Scope (1 package)	4		16		16	16				4	8	4		$ -	$ 15,102
Task 2.7.3 - Review Design Package (1 package)	2		4		8	12				4	8	4		$ -	$ 8,916
Task 2.7.4 - Engineering Support During Construction														$ -	$ -
Task 2.7.5 - Environmental Support									32					$ -	$ 6,492
Task 2.7.6 - ROW Engineering and Acquisitions														$ -	$ -
Task 2.8 - NRS transformer upgrade (05-2025)														$ -	$ -
Task 2.8.1 - Review Planning Package (1 package)	4					16	6			4	8			$ -	$ 7,972
Task 2.8.2 - Develop Design Scope (1 package)	4					16	6			8	12			$ -	$ 9,611
Task 2.8.3 - Review Design Package (1 package)	2					12	6			4	8	1		$ -	$ 6,814
Task 2.8.4 - Engineering Support During Construction														$ -	$ -
Task 2.8.5 - Environmental Support									32					$ -	$ 6,492
Task 2.9 - New 115kV T-line interconnecting NRS to KRS (05-2027)														$ -	$ -
Task 2.9.1 - Review Planning Package (1 package)	4				4	8	8			4	8	4		$ -	$ 8,398
Task 2.9.2 - Develop Design Scope (1 package)														$ -	$ -
Task 2.9.3 - Review Design Package (3 packages)														$ -	$ -
Task 2.9.4 - Engineering Support During Construction														$ -	$ -
Task 2.9.5 - Environmental Support									16					$ -	$ 3,246
Task 2.9.6 - ROW Engineering and Acquisitions														$ -	$ -
Task 2.10 - Reconfig 60kV T-line Northwest and Center Loop (01-2028)														$ -	$ -
Task 2.10.1 - Review Planning Package (1 package)	4				4	8	8			4	8	4		$ -	$ 8,398
Task 2.10.2 - Develop Design Scope (1 package)														$ -	$ -
Task 2.10.3 - Review Design Package (3 packages)														$ -	$ -
Task 2.10.4 - Engineering Support During Construction														$ -	$ -
Task 2.10.5 - Environmental Support									16					$ -	$ 3,246
Task 2.10.6 - ROW Engineering and Acquisitions														$ -	$ -
Task 2.11 - 50 MW (200MWh) Kifer Battery Energy Storage Project														$ -	$ -
Task 2.11.1 - Review Design Package				40										$ -	$ 10,352
Task 2.12 - Development Substation Projects (5 total - 09-22, 06-23, 2024, assume 2027, assume 2028)														$ -	$ -
Task 2.12.1 - Review Planning Packages														$ -	$ -
Task 2.12.2 - Develop Design Scopes														$ -	$ -
Task 2.12.3 - Review Design Packages														$ -	$ -
Task 2.12.4 - Engineering Support During Construction														$ -	$ -
Task 2.12.5 - Environmental Support														$ -	$ -
Budget for bill rate increase (Dec 2022 to Mar 2023)														$ -	$ 2,257
Task 2 Total Hours	132	70	184	64	194	318	400	120	224	146	214	55	0		
Task 2 Total Cost	$34,196	$18,134	$47,667	$16,580	$41,377	$67,824	$85,313	$13,109	$45,445	$37,823	$32,284	$11,731	$0		$453,738

Exhibit B - Table 2B - Detailed Breakdown of AECOM's Estimated Labor Costs for Task 2 (Year 2)

Silicon Valley Power System Expansion Plan Program

AECOM Program Management Services

AECOM Program Wide Technical Support (YEAR 2 - Apr 2023 to Mar 2024)	Electrical Substation	Electrical Substation	Electrical Substation	BESS	Protection & Controls	Electrical	Electrical	Electrical	Environmental	Civil/Structural	Civil/Structural	Geotechnical	ROW Support	ODCs (Travel)	Labor + ODC Cost
	Principal Engineer	Principal Engineer	Principal Engineer	Principal Engineer	Senior Engineer	Senior Engineer	Senior Engineer	Engineer	Senior Professional V	Principal Engineer	Project Engineer	Senior Engineer	Senior Professional III		
	Dean Gowerd	David Saley	Dennis Cirone	Naz Al-Rayyes	Kalpesh Salunkhe	Ivan Welander	Travis Hasselhorst	Anjaneya Sharma	John Chamberlain	Savas Kalaskaya	Kathleen Graham	Philip Meymand	Daniel Cronquist		
Bill Rate	$264.24	$264.24	$264.24	$264.24	$217.55	$217.55	$217.55	$111.43	$206.94	$264.24	$153.88	$217.55	$164.49		
Task Description															
Task 2 - Program Wide Technical Support															
Task 2.1 - General Technical/Engineering Support														$ -	$ -
Task 2.1.1 - Develop SVP Design Standards														$ -	$ -
Task 2.1.2 - Develop SVP As-Built Standards														$ -	$ -
Task 2.1.3 - Transformer & GIS Equipment Procurement Support	8	8	64			64		40		20				$ -	$ 44,804
Task 2.2 - Rebuild 60kV T-line Fiberglass and Walsh Subst (5-2022)														$ -	$ -
Task 2.2.1 - Review Planning Package (1 package)														$ -	$ -
Task 2.2.2 - Develop Design Scope (1 package)														$ -	$ -
Task 2.2.3 - Review Design Package (1 package)														$ -	$ -
Task 2.2.4 - Engineering Support During Construction														$ -	$ -
Task 2.2.5 - Environmental Support														$ -	$ -
Task 2.2.6 - ROW Engineering and Acquisitions														$ -	$ -
Task 2.3 - NRS 392 breaker mitigation (04-2024)														$ -	$ -
Task 2.3.1 - Review Planning Package (1 package)														$ -	$ -
Task 2.3.2 - Develop Design Scope (1 package)														$ -	$ -
Task 2.3.3 - Review Design Package (1 package)	8	2			24		16			12	24	1		$ -	$ 18,426
Task 2.3.4 - Engineering Support During Construction	2				20	20				8	8			$ -	$ 12,575
Task 2.3.5 - Environmental Support														$ -	$ -
Task 2.4 - NRS Transformer 2, spare transformer (04-2024)														$ -	$ -
Task 2.4.1 - Review Planning Package (1 package)														$ -	$ -
Task 2.4.2 - Develop Design Scope (1 package)														$ -	$ -
Task 2.4.3 - Review Design Package (1 package)	9					32	18			12	24	1		$ -	$ 20,337
Task 2.4.4 - Engineering Support During Construction	2				20	20				8	8			$ -	$ 12,575
Task 2.4.5 - Environmental Support														$ -	$ -
Task 2.5 - Rebuild 60kV T-line Walsh and Uranium Subst (09-2024)														$ -	$ -
Task 2.5.1 - Review Planning Package (1 package)														$ -	$ -
Task 2.5.2 - Develop Design Scope (1 package)														$ -	$ -
Task 2.5.3 - Review Design Package (1 package)	8				16	24	24			8	16	8		$ -	$ 22,353
Task 2.5.4 - Engineering Support During Construction	20					20								$ -	$ 9,636
Task 2.5.5 - Environmental Support														$ -	$ -
Task 2.5.6 - ROW Engineering and Acquisitions														$ -	$ -
Task 2.6 - Rebuild SRS (03-2025)														$ -	$ -
Task 2.6.1 - Review Planning Package (1 package)														$ -	$ -
Task 2.6.2 - Develop Design Scope (1 package)														$ -	$ -
Task 2.6.3 - Review Design Package (2 packages)	8		8		24	36				12	24	12		$ -	$ 26,755
Task 2.6.4 - Engineering Support During Construction														$ -	$ -
Task 2.6.5 - Environmental Support														$ -	$ -
Task 2.7 - Rebuild KRS (08-2025)														$ -	$ -
Task 2.7.1 - Review Planning Package (1 package)														$ -	$ -
Task 2.7.2 - Develop Design Scope (1 package)														$ -	$ -
Task 2.7.3 - Review Design Package (2 packages)	8		8		24	36				12	24	12		$ -	$ 26,755
Task 2.7.4 - Engineering Support During Construction														$ -	$ -
Task 2.7.5 - Environmental Support														$ -	$ -
Task 2.7.6 - ROW Engineering and Acquisitions														$ -	$ -
Task 2.8 - NRS transformer upgrade (05-2025)														$ -	$ -
Task 2.8.1 - Review Planning Package (1 package)														$ -	$ -
Task 2.8.2 - Develop Design Scope (1 package)														$ -	$ -
Task 2.8.3 - Review Design Package (1 package)	8					32	18			12	24	1		$ -	$ 20,073
Task 2.8.4 - Engineering Support During Construction														$ -	$ -
Task 2.8.5 - Environmental Support														$ -	$ -
Task 2.9 - New 115kV T-line interconnecting NRS to KRS (05-2027)														$ -	$ -
Task 2.9.1 - Review Planning Package (1 package)														$ -	$ -
Task 2.9.2 - Develop Design Scope (1 package)	4		16							16	32	4		$ -	$ 15,307
Task 2.9.3 - Review Design Package (3 packages)														$ -	$ -
Task 2.9.4 - Engineering Support During Construction														$ -	$ -
Task 2.9.5 - Environmental Support														$ -	$ -
Task 2.9.6 - ROW Engineering and Acquisitions														$ -	$ -
Task 2.10 - Reconfig 60kV T-line Northwest and Center Loop (01-2028)														$ -	$ -
Task 2.10.1 - Review Planning Package (1 package)														$ -	$ -
Task 2.10.2 - Develop Design Scope (1 package)	4		16							16	32	4		$ -	$ 15,307
Task 2.10.3 - Review Design Package (3 packages)														$ -	$ -
Task 2.10.4 - Engineering Support During Construction														$ -	$ -
Task 2.10.5 - Environmental Support														$ -	$ -
Task 2.10.6 - ROW Engineering and Acquisitions														$ -	$ -
Task 2.11 - 50 MW (200MWh) Kifer Battery Energy Storage Project														$ -	$ -
Task 2.11.1 - Review Design Package (1 package)	8			80		20								$ -	$ 27,604
Task 2.12 - Development Substation Projects (5 total - 09-22, 05-23, 2024, assume 2027, assume 2028)														$ -	$ -
Task 2.12.1 - Review Planning Packages														$ -	$ -
Task 2.12.2 - Develop Design Scopes														$ -	$ -
Task 2.12.3 - Review Design Packages														$ -	$ -
Task 2.12.4 - Engineering Support During Construction														$ -	$ -
Task 2.12.5 - Environmental Support														$ -	$ -
Budget for bill rate increase (Dec 2023 to Mar 2024)														$ -	$ 1,363
Task 2 Total Hours	97	10	112	80	128	304	76	40		136	216	43	0		
Task 2 Total Cost	$25,631	$2,642	$29,595	$21,139	$27,846	$66,134	$16,534	$4,457		$35,937	$33,237	$9,355	$0		$273,870

Exhibit B - Table 2C - Detailed Breakdown of AECOM's Estimated Labor Costs for Task 2 (Year 3)
Silicon Valley Power System Expansion Plan Program
AECOM Program Management Services

AECOM Program Wide Technical Support (YEAR 3 - Apr 2024 to Mar 2025)	Electrical Substation	Electrical Substation	Electrical Substation	BESS	Protection & Controls	Electrical	Electrical	Electrical	Environmental	Civil/Structural	Civil/Structural	Geotechnical	ROW Support	ODCs (Travel)	Labor Cost
	Principal Engineer	Principal Engineer	Principal Engineer	Principal Engineer	Senior Engineer	Senior Engineer	Senior Engineer	Engineer	Senior Professional V	Principal Engineer	Project Engineer	Senior Engineer	Senior Professional III		
	Deen	David	Dennis	Naz	Kalpesh	Ivan	Travis	Anjaneya	John	Savas	Kathleen	Philip	Daniel		
	Gerard	Staley	Cirrone	Al-Khayat	Salunkhe	Welander	Hasselhorst	Sharma	Chamberlain	Kolankaya	Graham	Meyriand	Crandall		
Bill Rate	$269.53	$269.53	$269.53	$269.53	$221.90	$221.90	$221.90	$113.66	$211.07	$269.53	$158.95	$221.90	$167.78		
Task Description															
Task 2 - Program Wide Technical Support															
Task 2.1 - General Technical/Engineering Support														$ -	$ -
Task 2.1.1 - Develop SVP Design Standards														$ -	$ -
Task 2.1.2 - Develop SVP As-Built Standards														$ -	$ -
Task 2.1.3 - Transformer & GIS Equipment Procurement Support														$ -	$ -
Task 2.2 - Rebuild 60kV T-line Fiberglass and Walsh Subst (5-2022)														$ -	$ -
Task 2.2.1 - Review Planning Package (1 package)														$ -	$ -
Task 2.2.2 - Develop Design Scope (1 package)														$ -	$ -
Task 2.2.3 - Review Design Package (1 package)														$ -	$ -
Task 2.2.4 - Engineering Support During Construction														$ -	$ -
Task 2.2.5 - Environmental Support														$ -	$ -
Task 2.2.6 - ROW Engineering and Acquisitions														$ -	$ -
Task 2.3 - NRS 392 breaker mitigation (04-2024)														$ -	$ -
Task 2.3.1 - Review Planning Package (1 package)														$ -	$ -
Task 2.3.2 - Develop Design Scope (1 package)														$ -	$ -
Task 2.3.3 - Review Design Package (1 package)														$ -	$ -
Task 2.3.4 - Engineering Support During Construction	20					20								$ -	$ 9,828
Task 2.3.5 - Environmental Support														$ -	$ -
Task 2.4 - NRS Transformer 2, spare transformer (04-2024)														$ -	$ -
Task 2.4.1 - Review Planning Package (1 package)														$ -	$ -
Task 2.4.2 - Develop Design Scope (1 package)														$ -	$ -
Task 2.4.3 - Review Design Package (1 package)														$ -	$ -
Task 2.4.4 - Engineering Support During Construction	20					20								$ -	$ 9,828
Task 2.4.5 - Environmental Support														$ -	$ -
Task 2.5 - Rebuild 60kV T-line Walsh and Uranium Subst (09-2024)														$ -	$ -
Task 2.5.1 - Review Planning Package (1 package)														$ -	$ -
Task 2.5.2 - Develop Design Scope (1 package)														$ -	$ -
Task 2.5.3 - Review Design Package (1 package)														$ -	$ -
Task 2.5.4 - Engineering Support During Construction	20					20								$ -	$ 9,828
Task 2.5.5 - Environmental Support														$ -	$ -
Task 2.5.6 - ROW Engineering and Acquisitions														$ -	$ -
Task 2.6 - Rebuild SRS (03-2025)														$ -	$ -
Task 2.6.1 - Review Planning Package (1 package)														$ -	$ -
Task 2.6.2 - Develop Design Scope (1 package)														$ -	$ -
Task 2.6.3 - Review Design Package (1 package)														$ -	$ -
Task 2.6.4 - Engineering Support During Construction	40				40	40					40			$ -	$ 34,811
Task 2.6.5 - Environmental Support														$ -	$ -
Task 2.7 - Rebuild KRS (08-2025)														$ -	$ -
Task 2.7.1 - Review Planning Package (1 package)														$ -	$ -
Task 2.7.2 - Develop Design Scope (1 package)														$ -	$ -
Task 2.7.3 - Review Design Package (1 package)														$ -	$ -
Task 2.7.4 - Engineering Support During Construction	40				40	40					40			$ -	$ 34,811
Task 2.7.5 - Environmental Support														$ -	$ -
Task 2.7.6 - ROW Engineering and Acquisitions														$ -	$ -
Task 2.8 - NRS transformer upgrade (05-2025)														$ -	$ -
Task 2.8.1 - Review Planning Package (1 package)														$ -	$ -
Task 2.8.2 - Develop Design Scope (1 package)														$ -	$ -
Task 2.8.3 - Review Design Package (1 package)														$ -	$ -
Task 2.8.4 - Engineering Support During Construction	2				20	20				8	8			$ -	$ 12,827
Task 2.8.5 - Environmental Support														$ -	$ -
Task 2.9 - New 115kV T-line Interconnecting NRS to KRS (05-2027)														$ -	$ -
Task 2.9.1 - Review Planning Package (1 package)														$ -	$ -
Task 2.9.2 - Develop Design Scope (1 package)														$ -	$ -
Task 2.9.3 - Review Design Package (3 packages)	8				16	24	24			8	16	8		$ -	$ 22,800
Task 2.9.4 - Engineering Support During Construction														$ -	$ -
Task 2.9.5 - Environmental Support														$ -	$ -
Task 2.9.6 - ROW Engineering and Acquisitions														$ -	$ -
Task 2.10 - Reconfig 60kV T-line Northwest and Center Loop (01-2028)														$ -	$ -
Task 2.10.1 - Review Planning Package (1 package)														$ -	$ -
Task 2.10.2 - Develop Design Scope (1 package)														$ -	$ -
Task 2.10.3 - Review Design Package (1 package)	2				8	12	12			4	8	8		$ -	$ 11,749
Task 2.10.4 - Engineering Support During Construction														$ -	$ -
Task 2.10.5 - Environmental Support														$ -	$ -
Task 2.10.6 - ROW Engineering and Acquisitions														$ -	$ -
Task 2.11 - 50 MW (200MWh) Kifer Battery Energy Storage Project														$ -	$ -
Task 2.11.1 - Review Design Package														$ -	$ -
Task 2.12 - Development Substation Projects (5 total - 09-22, 06-23, 2024, assume 2027, assume 2028)														$ -	$ -
Task 2.12.1 - Review Planning Packages														$ -	$ -
Task 2.12.2 - Develop Design Scopes														$ -	$ -
Task 2.12.3 - Review Design Packages														$ -	$ -
Task 2.12.4 - Engineering Support During Construction														$ -	$ -
Task 2.12.5 - Environmental Support														$ -	$ -
Budget for bill rate increase (Dec 2024 to Mar 2025)														$ -	$ 732
Task 2 Total Hours	152				124	196	36			20	112	16	0		
Task 2 Total Cost	$40,968				$27,515	$43,492	$7,988			$5,391	$17,579	$3,550	$0		$147,216

Exhibit B - Table 2D - Detailed Breakdown of AECOM's Estimated Labor Costs for Task 2 (Year 4)
Silicon Valley Power System Expansion Plan Program
AECOM Program Management Services

AECOM Program Wide Technical Support (YEAR 4 - Apr 2025 to Mar 2026)	Electrical Substation	Electrical Substation	Electrical Substation	BESS	Protection & Controls	Electrical	Electrical	Electrical	Environmental	Civil/Structural	Civil/Structural	Geotechnical	ROW Support	ODCs (Travel)	Labor Cost
	Principal Engineer	Principal Engineer	Principal Engineer	Principal Engineer	Senior Engineer	Senior Engineer	Senior Engineer	Engineer	Senior Professional V	Principal Engineer	Project Engineer	Senior Engineer	Senior Professional III		
	Dean	David	Dennis	Naz	Kalpesh	Ivan	Travis	Aniseya	John	Savas	Kathleen	Philip	Daniel		
	Goward	Staley	Cirrone	Al-Khayat	Salunkhe	Welander	Hasselhorst	Sharma	Chamberlain	Kolankaya	Graham	Maymand	Cronquist		
Bill Rate	$274.92	$274.92	$274.92	$274.92	$226.34	$226.34	$226.34	$115.93	$215.30	$274.92	$160.09	$226.34	$171.13		
Task Description															
Task 2 - Program Wide Technical Support															
Task 2.1 - General Technical/Engineering Support														$ -	$ -
Task 2.1.1 - Develop SVP Design Standards														$ -	$ -
Task 2.1.2 - Develop SVP As-Built Standards														$ -	$ -
Task 2.1.3 - Transformer & GIS Equipment Procurement Support														$ -	$ -
Task 2.2 - Rebuild 60kV T-line Fiberglass and Walsh Subst (5-2022)														$ -	$ -
Task 2.2.1 - Review Planning Package (1 package)														$ -	$ -
Task 2.2.2 - Develop Design Scope (1 package)														$ -	$ -
Task 2.2.3 - Review Design Package (1 package)														$ -	$ -
Task 2.2.4 - Engineering Support During Construction														$ -	$ -
Task 2.2.5 - Environmental Support														$ -	$ -
Task 2.2.6 - ROW Engineering and Acquisitions														$ -	$ -
Task 2.3 - NRS 392 breaker mitigation (04-2024)														$ -	$ -
Task 2.3.1 - Review Planning Package (1 package)														$ -	$ -
Task 2.3.2 - Develop Design Scope (1 package)														$ -	$ -
Task 2.3.3 - Review Design Package (1 package)														$ -	$ -
Task 2.3.4 - Engineering Support During Construction														$ -	$ -
Task 2.3.5 - Environmental Support														$ -	$ -
Task 2.4 - NRS Transformer 2, spare transformer (04-2024)														$ -	$ -
Task 2.4.1 - Review Planning Package (1 package)														$ -	$ -
Task 2.4.2 - Develop Design Scope (1 package)														$ -	$ -
Task 2.4.3 - Review Design Package (1 package)														$ -	$ -
Task 2.4.4 - Engineering Support During Construction														$ -	$ -
Task 2.4.5 - Environmental Support														$ -	$ -
Task 2.5 - Rebuild 60kV T-line Walsh and Uranium Subst (09-2024)														$ -	$ -
Task 2.5.1 - Review Planning Package (1 package)														$ -	$ -
Task 2.5.2 - Develop Design Scope (1 package)														$ -	$ -
Task 2.5.3 - Review Design Package (1 package)														$ -	$ -
Task 2.5.4 - Engineering Support During Construction														$ -	$ -
Task 2.5.5 - Environmental Support														$ -	$ -
Task 2.5.6 - ROW Engineering and Acquisitions														$ -	$ -
Task 2.6 - Rebuild SRS (03-2025)														$ -	$ -
Task 2.6.1 - Review Planning Package (1 package)														$ -	$ -
Task 2.6.2 - Develop Design Scope (1 package)														$ -	$ -
Task 2.6.3 - Review Design Package (1 package)														$ -	$ -
Task 2.6.4 - Engineering Support During Construction														$ -	$ -
Task 2.6.5 - Environmental Support														$ -	$ -
Task 2.7 - Rebuild KRS (08-2025)														$ -	$ -
Task 2.7.1 - Review Planning Package (1 package)														$ -	$ -
Task 2.7.2 - Develop Design Scope (1 package)														$ -	$ -
Task 2.7.3 - Review Design Package (1 package)														$ -	$ -
Task 2.7.4 - Engineering Support During Construction	20				20	20								$ -	$ 14,552
Task 2.7.5 - Environmental Support														$ -	$ -
Task 2.7.6 - ROW Engineering and Acquisitions														$ -	$ -
Task 2.8 - NRS transformer upgrade (05-2025)														$ -	$ -
Task 2.8.1 - Review Planning Package (1 package)														$ -	$ -
Task 2.8.2 - Develop Design Scope (1 package)														$ -	$ -
Task 2.8.3 - Review Design Package (1 package)														$ -	$ -
Task 2.8.4 - Engineering Support During Construction	10					10								$ -	$ 5,013
Task 2.8.5 - Environmental Support														$ -	$ -
Task 2.9 - New 115kV T-line interconnecting NRS to KRS (05-2027)														$ -	$ -
Task 2.9.1 - Review Planning Package (1 package)														$ -	$ -
Task 2.9.2 - Develop Design Scope (1 package)														$ -	$ -
Task 2.9.3 - Review Design Package (3 packages)														$ -	$ -
Task 2.9.4 - Engineering Support During Construction	20					20								$ -	$ 10,025
Task 2.9.5 - Environmental Support														$ -	$ -
Task 2.9.6 - ROW Engineering and Acquisitions														$ -	$ -
Task 2.10 - Reconfig 60kV T-line Northwest and Center Loop (01-2028)														$ -	$ -
Task 2.10.1 - Review Planning Package (1 package)														$ -	$ -
Task 2.10.2 - Develop Design Scope (1 package)														$ -	$ -
Task 2.10.3 - Review Design Package (2 packages)	8				16	24	24			8	16	8		$ -	$ 23,256
Task 2.10.4 - Engineering Support During Construction														$ -	$ -
Task 2.10.5 - Environmental Support														$ -	$ -
Task 2.10.6 - ROW Engineering and Acquisitions														$ -	$ -
Task 2.11 - 50 MW (200MWh) Kifer Battery Energy Storage Project														$ -	$ -
Task 2.11.1 - Review Design Package														$ -	$ -
Task 2.12 - Development Substation Projects (5 total - 09-22, 08-23, 2024, assume 2027, assume 2028)														$ -	$ -
Task 2.12.1 - Review Planning Packages														$ -	$ -
Task 2.12.2 - Develop Design Scopes														$ -	$ -
Task 2.12.3 - Review Design Packages														$ -	$ -
Task 2.12.4 - Engineering Support During Construction														$ -	$ -
Task 2.12.5 - Environmental Support														$ -	$ -
Budget for bill rate increase (Dec 2025 to Mar 2026)														$ -	$ 264
Task 2 Total Hours	58				36	74	24			8	16	8	0		
Task 2 Total Cost	$15,945				$8,148	$16,749	$5,432			$2,199	$2,561	$1,811	$0		$53,110

Exhibit B - Table 2E - Detailed Breakdown of AECOM's Estimated Labor Costs for Task 3 (Year 5)
Silicon Valley Power System Expansion Plan Program
AECOM Program Management Services

AECOM Program Wide Technical Support (YEAR 5 - Apr 2026 to Mar 2027)	Electrical Substation	Electrical Substation	Electrical Substation	BESS	Protection & Controls	Electrical	Electrical	Electrical	Environmental	Civil/Structural	Civil/Structural	Geotechnical	ROW Support	ODCs (Travel)	Labor Cost
	Principal Engineer	Principal Engineer	Principal Engineer	Principal Engineer	Senior Engineer	Senior Engineer	Senior Engineer	Engineer	Senior Professional V	Principal Engineer	Project Engineer	Senior Engineer	Senior Professional III		
	Dean	David	Dennis	Naz	Kalpesh	Ivan	Travis	Anjaneya	John	Savas	Kathleen	Philip	Daniel		
	Goward	Staley	Cimone	Al-Khayat	Salunkhe	Welander	Hasselhorst	Sharma	Chamberlain	Kolankaya	Graham	Maymand	Cronquist		
Bill Rate	$280.41	$280.41	$280.41	$280.41	$230.86	$230.86	$230.86	$118.25	$219.50	$280.41	$163.29	$230.86	$174.56		
Task Description															
Task 2 - Program Wide Technical Support															
Task 2.1 - General Technical/Engineering Support														$ -	$ -
Task 2.1.1 - Develop SVP Design Standards														$ -	$ -
Task 2.1.2 - Develop SVP As-Built Standards														$ -	$ -
Task 2.1.3 - Transformer & GIS Equipment Procurement Support														$ -	$ -
Task 2.2 - Rebuild 60kV T-line Fiberglass and Walsh Subst (5-2022)														$ -	$ -
Task 2.2.1 - Review Planning Package (1 package)														$ -	$ -
Task 2.2.2 - Develop Design Scope (1 package)														$ -	$ -
Task 2.2.3 - Review Design Package (1 package)														$ -	$ -
Task 2.2.4 - Engineering Support During Construction														$ -	$ -
Task 2.2.5 - Environmental Support														$ -	$ -
Task 2.2.6 - ROW Engineering and Acquisitions														$ -	$ -
Task 2.3 - NRS 392 breaker mitigation (04-2024)														$ -	$ -
Task 2.3.1 - Review Planning Package (1 package)														$ -	$ -
Task 2.3.2 - Develop Design Scope (1 package)														$ -	$ -
Task 2.3.3 - Review Design Package (1 package)														$ -	$ -
Task 2.3.4 - Engineering Support During Construction														$ -	$ -
Task 2.3.5 - Environmental Support														$ -	$ -
Task 2.4 - NRS Transformer 2, spare transformer (04-2024)														$ -	$ -
Task 2.4.1 - Review Planning Package (1 package)														$ -	$ -
Task 2.4.2 - Develop Design Scope (1 package)														$ -	$ -
Task 2.4.3 - Review Design Package (1 package)														$ -	$ -
Task 2.4.4 - Engineering Support During Construction														$ -	$ -
Task 2.4.5 - Environmental Support														$ -	$ -
Task 2.5 - Rebuild 60kV T-line Walsh and Uranium Subst (09-2024)														$ -	$ -
Task 2.5.1 - Review Planning Package (1 package)														$ -	$ -
Task 2.5.2 - Develop Design Scope (1 package)														$ -	$ -
Task 2.5.3 - Review Design Package (1 package)														$ -	$ -
Task 2.5.4 - Engineering Support During Construction														$ -	$ -
Task 2.5.5 - Environmental Support														$ -	$ -
Task 2.5.6 - ROW Engineering and Acquisitions														$ -	$ -
Task 2.6 - Rebuild SRS (03-2025)														$ -	$ -
Task 2.6.1 - Review Planning Package (1 package)														$ -	$ -
Task 2.6.2 - Develop Design Scope (1 package)														$ -	$ -
Task 2.6.3 - Review Design Package (1 package)														$ -	$ -
Task 2.6.4 - Engineering Support During Construction														$ -	$ -
Task 2.6.5 - Environmental Support														$ -	$ -
Task 2.7 - Rebuild KRS (08-2025)														$ -	$ -
Task 2.7.1 - Review Planning Package (1 package)														$ -	$ -
Task 2.7.2 - Develop Design Scope (1 package)														$ -	$ -
Task 2.7.3 - Review Design Package (1 package)														$ -	$ -
Task 2.7.4 - Engineering Support During Construction														$ -	$ -
Task 2.7.5 - Environmental Support														$ -	$ -
Task 2.7.6 - ROW Engineering and Acquisitions														$ -	$ -
Task 2.8 - NRS transformer upgrade (05-2025)														$ -	$ -
Task 2.8.1 - Review Planning Package (1 package)														$ -	$ -
Task 2.8.2 - Develop Design Scope (1 package)														$ -	$ -
Task 2.8.3 - Review Design Package (1 package)														$ -	$ -
Task 2.8.4 - Engineering Support During Construction														$ -	$ -
Task 2.8.5 - Environmental Support														$ -	$ -
Task 2.9 - New 115kV T-line interconnecting NRS to KRS (05-2027)														$ -	$ -
Task 2.9.1 - Review Planning Package (1 package)														$ -	$ -
Task 2.9.2 - Develop Design Scope (1 package)														$ -	$ -
Task 2.9.3 - Review Design Package (3 packages)														$ -	$ -
Task 2.9.4 - Engineering Support During Construction	20					20								$ -	$ 10,226
Task 2.9.5 - Environmental Support														$ -	$ -
Task 2.9.6 - ROW Engineering and Acquisitions														$ -	$ -
Task 2.10 - Reconfig 60kV T-line Northwest and Center Loop (01-2028)														$ -	$ -
Task 2.10.1 - Review Planning Package (1 package)														$ -	$ -
Task 2.10.2 - Develop Design Scope (1 package)														$ -	$ -
Task 2.10.3 - Review Design Package (3 packages)														$ -	$ -
Task 2.10.4 - Engineering Support During Construction	40		40			40					40			$ -	$ 38,199
Task 2.10.5 - Environmental Support														$ -	$ -
Task 2.10.6 - ROW Engineering and Acquisitions														$ -	$ -
Task 2.11 - 50 MW (200MWh) Kifer Battery Energy Storage Project														$ -	$ -
Task 2.11.1 - Review Design Package														$ -	$ -
Task 2.12 - Development Substation Projects (5 total - 09-22, 06-23, 2024, assume 2027, assume 2028)														$ -	$ -
Task 2.12.1 - Review Planning Packages														$ -	$ -
Task 2.12.2 - Develop Design Scopes														$ -	$ -
Task 2.12.3 - Review Design Packages														$ -	$ -
Task 2.12.4 - Engineering Support During Construction														$ -	$ -
Task 2.12.5 - Environmental Support														$ -	$ -
Budget for bill rate increase (Dec 2026 to Mar 2027)														$ -	$ 242
Task 2 Total Hours	60		40			60					40		0		
Task 2 Total Cost	$16,825		$11,217			$13,852					$6,532		$0		$48,667

Exhibit B - Table 3A - Detailed Breakdown of AECOM's Estimated Labor Costs for Task 3 (Year 1)
Silicon Valley Power System Expansion Plan Program
AECOM Program Management Services

AECOM Project Management for SEP Projects (YEAR 1 - Apr 2022 to Mar 2023)	Project Manager	Project Manager	Project Manager	Deputy Project Manager	Deputy Project Manager	Deputy Project Manager	ODCs (Travel)	Labor Cost
	Senior Project Manager	Project Manager	Project Manager	Senior Professional IV	Senior Professional II	Senior Professional I		
	Omid Rahmati	Peter Montalvo	Mari Gomez	Carmen Caceres-Schnell	McKennan Bertsch	Deirdre O'Hara		
Bill Rate	$278.83	$192.27	$192.27	$182.07	$143.58	$132.13		
Task Description								
Task 3 - Project Management for SEP Projects								
Task 3.1 - PM for Rebuild 60kV T-line Fiberglass and Walsh Substation (5-2022)							$ -	$ -
Task 3.2 - PM for NRS 392 breaker mitigation (04-2024)		250			250		$ -	$ 83,961
Task 3.3 - PM for NRS Transformer 2, spare transformer (04-2024)		250			250		$ -	$ 83,961
Task 3.4 - PM for Rebuild 60kV T-line Walsh and Uranium Substations (09-2024)	250					250	$ -	$ 102,740
Task 3.5 - PM for Rebuild SRS (03-2025)			750	750			$ -	$ 280,755
Task 3.6 - PM for Rebuild KRS (08-2025)			750	750			$ -	$ 280,755
Task 3.7 - PM for NRS transformer upgrade (05-2025)		250			250		$ -	$ 83,961
Task 3.8 - PM for New 115kV T-line interconnecting NRS to KRS (05-2027)	250					250	$ -	$ 102,740
Task 3.9 - PM for Reconfigure 60kV T-line Northwest and Center Loop (01-2028)	250					250	$ -	$ 102,740
Task 3.10 - PM for Development Substation Projects (5 total - 09-22, 06-23, 2024 assume 2027, assume 2028)		250			250		$ -	$ 83,961
ODCs for Travel							$ 1,000.00	$ -
Budget for bill rate Increase (Dec 2022 to Mar 2023)							$ -	$ 6,028
Task 3 Total Hours	750	1000	1500	1500	1000	750		
Task 3 Total Cost	$209,120	$192,270	$288,405	$273,105	$143,575	$99,098	$1,000	$1,211,602

Exhibit B - Table 3B - Detailed Breakdown of AECOM's Estimated Labor Costs for Task 3 (Year 2)
Silicon Valley Power System Expansion Plan Program
AECOM Program Management Services

AECOM Project Management for SEP Projects (YEAR 2 - Apr 2023 to Mar 2024)	Project Manager	Project Manager	Project Manager	Deputy Project Manager	Deputy Project Manager	Deputy Project Manager	ODCs (Travel)	Labor + ODC Cost
	Senior Project Manager	Project Manager	Project Manager	Senior Professional IV	Senior Professional II	Senior Professional I		
	Omid	Peter	Mari	Carmen	McKennan	Deirdre		
	Rahmati	Montalvo	Gomez	Caceres-Schnell	Bertsch	O'Hara		
Bill Rate	$284.40	$196.12	$196.12	$185.71	$146.45	$134.77		
Task Description								
	-	-	-	-	-	-		
Task 3 - Project Management for SEP Projects								
Task 3.1 - PM for Rebuild 60kV T-line Fiberglass and Walsh Substation (5-2022)							$ -	$ -
Task 3.2 - PM for NRS 392 breaker mitigation (04-2024)		250			250		$ -	$ 85,641
Task 3.3 - PM for NRS Transformer 2, spare transformer (04-2024)		250			250		$ -	$ 85,641
Task 3.4 - PM for Rebuild 60kV T-line Walsh and Uranium Substations (09-2024)	250					250	$ -	$ 104,794
Task 3.5 - PM for Rebuild SRS (03-2025)			750	750			$ -	$ 286,370
Task 3.6 - PM for Rebuild KRS (08-2025)			750	750			$ -	$ 286,370
Task 3.7 - PM for NRS transformer upgrade (05-2025)		250			250		$ -	$ 85,641
Task 3.8 - PM for New 115kV T-line interconnecting NRS to KRS (05-2027)	250					250	$ -	$ 104,794
Task 3.9 - PM for Reconfigure 60kV T-line Northwest and Center Loop (01-2028)	250					250	$ -	$ 104,794
Task 3.10 - PM for Development Substation Projects (5 total - 09-22, 06-23, 2024 assume 2027, assume 2028)		250			250		$ -	$ 85,641
ODCs for Travel							$ 1,000.00	$ -
Budget for bill rate Increase (Dec 2023 to Mar 2024)							$ -	$ 6,148
Task 3 Total Hours	750	1000	1500	1500	1000	750		
Task 3 Total Cost	$213,303	$196,115	$294,173	$278,567	$146,447	$101,080	$1,000	$1,235,834

Exhibit B - Table 3C - Detailed Breakdown of AECOM's Estimated Labor Costs for Task 3 (Year 3)
Silicon Valley Power System Expansion Plan Program
AECOM Program Management Services

AECOM Project Management for SEP Projects (YEAR 3 - Apr 2024 to Mar 2025)	Project Manager	Project Manager	Project Manager	Deputy Project Manager	Deputy Project Manager	Deputy Project Manager	ODCs (Travel)	Labor Cost
	Senior Project Manager	Project Manager	Project Manager	Senior Professional IV	Senior Professional II	Senior Professional I		
	Omid	Peter	Mari	Carmen	McKennan	Deirdre		
	Rahmati	Montalvo	Gomez	Caceres-Schnell	Bertsch	O'Hara		
Bill Rate	$290.09	$200.04	$200.04	$189.43	$149.38	$137.47		
Task Description								
Task 3 - Project Management for SEP Projects								
Task 3.1 - PM for Rebuild 60kV T-line Fiberglass and Walsh Substation (5-2022)							$ -	$ -
Task 3.2 - PM for NRS 392 breaker mitigation (04-2024)		40					$ -	$ 8,002
Task 3.3 - PM for NRS Transformer 2, spare transformer (04-2024)		40					$ -	$ 8,002
Task 3.4 - PM for Rebuild 60kV T-line Walsh and Uranium Substations (09-2024)	120					120	$ -	$ 51,307
Task 3.5 - PM for Rebuild SRS (03-2025)			750	750			$ -	$ 292,098
Task 3.6 - PM for Rebuild KRS (08-2025)			750	750			$ -	$ 292,098
Task 3.7 - PM for NRS transformer upgrade (05-2025)		250			250		$ -	$ 87,353
Task 3.8 - PM for New 115kV T-line interconnecting NRS to KRS (05-2027)	250					250	$ -	$ 106,890
Task 3.9 - PM for Reconfigure 60kV T-line Northwest and Center Loop (01-2028)	250					250	$ -	$ 106,890
Task 3.10 - PM for Development Substation Projects (5 total - 09-22, 06-23, 2024 assume 2027, assume 2028)		200			200		$ -	$ 69,883
ODCs for Travel							$ 1,000.00	$ -
Budget for bill rate Increase (Dec 2024 to Mar 2025)							$ -	$ 5,113
Task 3 Total Hours	**620**	**530**	**1500**	**1500**	**450**	**620**		
Task 3 Total Cost	**$179,857**	**$106,020**	**$300,057**	**$284,138**	**$67,219**	**$85,231**	**$1,000**	**$1,027,634**

Exhibit B - Table 3D - Detailed Breakdown of AECOM's Estimated Labor Costs for Task 3 (Year 4)
Silicon Valley Power System Expansion Plan Program
AECOM Program Management Services

AECOM Project Management for SEP Projects (YEAR 4 - Apr 2025 to Mar 2026)	Project Manager	Project Manager	Project Manager	Deputy Project Manager	Deputy Project Manager	Deputy Project Manager	ODCs (Travel)	Labor Cost
	Senior Project Manager	Project Manager	Project Manager	Senior Professional IV	Senior Professional II	Senior Professional I		
	Omid Rahmati	Peter Montalvo	Mari Gomez	Carmen Caceres-Schnell	McKennan Bertsch	Deirdre O'Hara		
Bill Rate	$295.89	$204.04	$204.04	$193.21	$152.36	$140.22		
Task Description								
	-	-	-	-	-	-		
Task 3 - Project Management for SEP Projects								
Task 3.1 - PM for Rebuild 60kV T-line Fiberglass and Walsh Substation (5-2022)							$ -	$ -
Task 3.2 - PM for NRS 392 breaker mitigation (04-2024)							$ -	$ -
Task 3.3 - PM for NRS Transformer 2, spare transformer (04-2024)							$ -	$ -
Task 3.4 - PM for Rebuild 60kV T-line Walsh and Uranium Substations (09-2024)							$ -	$ -
Task 3.5 - PM for Rebuild SRS (03-2025)							$ -	$ -
Task 3.6 - PM for Rebuild KRS (08-2025)			500	250			$ -	$ 150,323
Task 3.7 - PM for NRS transformer upgrade (05-2025)		120					$ -	$ 24,485
Task 3.8 - PM for New 115kV T-line interconnecting NRS to KRS (05-2027)	250					250	$ -	$ 109,028
Task 3.9 - PM for Reconfigure 60kV T-line Northwest and Center Loop (01-2028)	250					250	$ -	$ 109,028
Task 3.10 - PM for Development Substation Projects (5 total - 09-22, 06-23, 2024 assume 2027, assume 2028)		160			160		$ -	$ 57,024
ODCs for Travel							$ 1,000.00	$ -
Budget for bill rate Increase (Dec 2025 to Mar 2026)							$ -	$ 2,249
Task 3 Total Hours	500	280	500	250	160	500		
Task 3 Total Cost	$147,947	$57,131	$102,019	$48,304	$24,378	$70,109	$1,000	$452,137

Exhibit B - Table 3E - Detailed Breakdown of AECOM's Estimated Labor Costs for Task 3 (Year 5)
Silicon Valley Power System Expansion Plan Program
AECOM Program Management Services

AECOM Project Management for SEP Projects (YEAR 5 - Apr 2026 to Mar 2027)	Project Manager	Project Manager	Project Manager	Deputy Project Manager	Deputy Project Manager	Deputy Project Manager	ODCs (Travel)	Labor Cost
	Senior Project Manager	Project Manager	Project Manager	Senior Professional IV	Senior Professional II	Senior Professional I		
	Omid Rahmati	Peter Montalvo	Mari Gomez	Carmen Caceres-Schnell	McKennan Bertsch	Deirdre O'Hara		
Bill Rate	$301.81	$208.12	$208.12	$197.08	$155.41	$143.02		
Task Description								
	-	-	-	-	-	-		
Task 3 - Project Management for SEP Projects								
Task 3.1 - PM for Rebuild 60kV T-line Fiberglass and Walsh Substation (5-2022)							$ -	$ -
Task 3.2 - PM for NRS 392 breaker mitigation (04-2024)							$ -	$ -
Task 3.3 - PM for NRS Transformer 2, spare transformer (04-2024)							$ -	$ -
Task 3.4 - PM for Rebuild 60kV T-line Walsh and Uranium Substations (09-2024)							$ -	$ -
Task 3.5 - PM for Rebuild SRS (03-2025)							$ -	$ -
Task 3.6 - PM for Rebuild KRS (08-2025)							$ -	$ -
Task 3.7 - PM for NRS transformer upgrade (05-2025)							$ -	$ -
Task 3.8 - PM for New 115kV T-line interconnecting NRS to KRS (05-2027)	250					250	$ -	$ 111,209
Task 3.9 - PM for Reconfigure 60kV T-line Northwest and Center Loop (01-2028)	250					250	$ -	$ 111,209
Task 3.10 - PM for Development Substation Projects (5 total - 09-22, 06-23, 2024 assume 2027, assume 2028)		80			80		$ -	$ 29,082
ODCs for Travel							$ 1,000	$ -
Budget for bill rate Increase (Dec 2026 to Mar 2027)							$ -	$ 1,257
Task 3 Total Hours	500	80			80	500		
Task 3 Total Cost	$150,906	$16,650			$12,433	$71,511	$1,000	$252,757

Table B2
AECOM Hourly Rates - Effective December 1, 2020

AECOM Hourly Rates

Principal	$280.50	Senior Admin	$134.64
Principal Engineer	$253.98	Admin/ Project Assistant	$96.90
Senior Engineer	$209.10	Contract Manager	$224.40
Project Engineer	$147.90	Senior Professional V	$198.90
Engineer	$107.10	Senior Professional IV	$178.50
Field Engineer	$158.10	Senior Professional III	$158.10
Senior Designer	$177.48	Senior Professional II	$140.76
Designer	$96.90	Senior Professional I	$129.54
Program Manager	$280.50	Project Professional II	$118.32
Senior Project Manager	$273.36	Project Professional I	$105.06
Project Manager	$188.50	Staff Professional II	$96.90
Construction Project Manager	$158.10	Staff Professional I	$86.70
Senior Project Analyst	$172.38	Senior Technician	$124.44
Project Analyst	$96.90	Staff Technician	$69.36

Navigant Hourly Rates

Partner	$496.74	Consultant	$197.88
Director	$401.88	Sr. Analyst	$185.64
Associate Director	$352.92	Analyst	$171.36
Managing Consultant	$295.80	Admin Support	$158.10
Senior Consultant	$256.02		

Auriga Hourly Rates

Program Manager I	$255.00	Communications Engineer I	$168.30
Program Manager II	$229.50	Communications Engineer II	$137.70
Project Manager I	$204.00	Senior Field Engineer	$127.50
Project Manager II	$188.70	Field Engineer I	$102.00
Principal Consultant	$178.50	Field Engineer II	$86.70
Senior Consultant	$153.00	Senior Cost Estimator I	$204.00
Associate Consultant	$127.50	Senior Cost Estimator II	$153.00
Principal Electrical Engineer	$193.80	Senior Project Scheduler	$178.50
Senior Electrical Engineer	$153.00	Project Scheduler	$127.50
Electrical Engineer I	$127.50	CAD Specialist/Supervisor	$102.00
Electrical Engineer II	$117.30	Sr. CAD Designer	$86.70
Associate Electrical Engineer	$102.00	CAD Designer/Drafter	$66.30
Jr. Electrical Engineer	$91.80	Document Control	$75.00
Senior Communications Engr.	$204.00	Technical Writer	$90.00

Ebix Insurance No. 2000004639

AMENDMENT NO. 2
TO THE AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
AECOM TECHNICAL SERVICES, INC.

PREAMBLE

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

RECITALS

The Parties previously entered into an agreement entitled "Agreement for Design Professional Services between the City of Santa Clara, California, and AECOM Technical Services, Inc., dated February 12, 2021 (Agreement); and

The Parties entered into the Agreement for the purpose of having Contractor provide plan implementation/project management services as requested by the City to support capital, operations, and maintenance projects; and

The Parties amended the Agreement (Amendment No. 1) on June 22, 2022, for Contractor to provide program management services for Silicon Valley Power's (SVP) System Expansion Plan Program; and

The Parties now wish to amend the Agreement to increase the maximum compensation to support additional As Needed Services.

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:

   "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

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. Section 6 of the Agreement, entitled Compensation and Payment is amended in its entirety to read as follows:

   "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 sixteen million dollars ($16,000,000), 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 without an amendment to this Agreement."

3. Section 4 - WORK AUTHORIZATION PROCESS is hereby added to Exhibit A to read as follows:

   4.1. Contractor acknowledges that Contractor is one of six (6) firms selected to perform Plan Implementation Services, pursuant to separate agreements (collectively, the "Plan Implementation Agreements"). Specific Services will be assigned as set forth below.

   4.2. 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.

   4.3. 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 4.

4.4. Work Request

4.4.1. When plan implementation Services are required, SVP will notify one or more contractors under contract for Plan Implementation Services to provide a proposal for Services.

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

4.5. Proposal

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

4.5.1.1. 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.

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

4.5.1.3. 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.

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

4.5.1.5. Any required drawings or documents.

4.5.1.6. A list of City responsibilities.

4.5.1.7. An itemized cost proposal showing:

4.5.1.7.1. 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.

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

services.

4.5.1.7.3. Parts/materials

4.5.1.7.4. Rental and/or specialty equipment

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

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

4.5.1.7.7. 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.

4.5.1.7.8. Estimated total cost including sales tax.

4.5.1.7.9. 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.

4.5.1.7.10. 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.

4.5.2. 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.

4.6. Work Authorization:

4.6.1. 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.

4.6.2. 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.

4.6.3. 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.

4.6.4. Each Approved Work Authorization shall have a purchase order attached to it.

4.6.5. 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.

4.6.6. 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.

4.7. Changes to Work Authorization:

4.7.1. 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.

4.7.2. 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.

4.7.3. 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.

4.7.4. 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.

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

4.9. 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.

4.10. Each Approved Work Authorization and purchase order including those authorized prior to execution of this Amendment No. 2 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.

4.11. 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.

4.12. The City (through the individuals listed in section 4.6.5 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.

4.13. 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.

4.14. SVP shall not be required to pay a deposit or any other form of pre-payment prior to the Contractor beginning work.

4.15. Contractor shall not initiate services before a Work Authorization has been executed and/or purchase order has been issued."

4. Exhibit B – SCHEDULE OF FEES AND PAYMENT PROVISIONS – AMENDED APRIL 30, 2022 is amended and replaced with Exhibit B - SCHEDULE OF FEES AND PAYMENT PROVISIONS – AMENDED OCTOBER 25, 2023.

5. The Parties acknowledge that Table B1 was inadvertently not included in Exhibit B Amendment 1. The Parties agree that Table 1 was part of the Agreement as of the effective date of the Amendment No.1.

6. Exhibit E – Sample Work Authorization is hereby attached and incorporated by reference.

7. 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 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:

GLEN R. GOOGINS
City Attorney

Dated: 11/1/23

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"

AECOM TECHNICAL SERVICES, INC.,
a California corporation

Dated: 10-26-23
By (Signature):
Name: Bob Turley, PE
Title: Vice President
Principal Place of Business Address: 300 Lakeside Drive, Oakland, CA 94612
Email Address: bob.turley@aecom.com
Telephone: (510)874-3212

"CONTRACTOR"

AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA AND
AECOM TECHNICAL SERVICES
EXHIBIT B - COMPENSATION AND FEE SCHEDULE

AMENDED OCTOBER 25, 2023

1. Compensation

1.1. This is a time and materials agreement.

1.2. 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.

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

1.4. Cost Estimates – Program Management Services:

1.4.1. Estimated Costs:

1.4.2. Labor costs to provide support services included in Exhibit A, for a 5-year duration as part of this Amendment No. 1 are estimated to be $9,968,447.

1.4.3. Additional detail on the estimated cost by task and staff can be found in the following cost tables.

1.4.3.1. Exhibit B - Table 1 - provides a summary of the annualized costs for each task over the entire 5-year duration.

1.4.3.2. Tables 1A – 1E attached to Amendment No. 1 provide a detailed breakdown of the annual cost per task and staff for Task 1 for 5 years. A portion of Task Order 1 has been previously authorized under purchase order 26657.

1.4.3.3. Tables 2A – 2E attached to Amendment No. 1 provide a detailed breakdown of the annual cost per task and staff for Task 2 for each of the 5 years.

1.4.3.4. Tables 3A – 3E attached to Amendment No. 1 provide a detailed breakdown of the annual cost per task and staff for Task 3 for each of the 5 years.

1.4.3.5. Subject to written approval of the City, Contractor may transition costs between categories within each cost estimate but only to the extent that these transitions leave sufficient funding to complete the projects identified in each cost estimate.

1.4.4. Contractor shall notify City as soon as practical if there is a risk that cost estimates will be exceeded and shall not perform work that will

result in costs exceeding the estimate without an executed amendment to this Agreement.

1.5. The maximum compensation specified in Section 6 includes all Services provided under this Agreement as Amended including those services provided in advance of this Amendment.

2. Rates

2.1. Services shall be provided according to the rates in Table B2– AECOM Hourly Rates - Effective December 1, 2020 attached to Amendment No. 1 with rate adjustments according to the provisions of Section 2.3 of this Exhibit B. Services performed prior to this Amendment shall be invoiced at the rates in place at the time of the Service.

2.2. Overtime for exempt employees will be billed at 1.5 times hourly rate. Any work requiring overtime rates shall be expressly identified and approved in writing by the City prior to commencing the Services.

2.3. Rate Adjustments. Table B2 - Hourly Rates attached to Amendment No. 1 shall have an annual escalation of 2% from December 1, 2020, to December 1, 2025. No later than 30 days before the commencement of the sixth year of the term of the Agreement, Contractor may request by written notice to the City further adjustments to the Table B2 - Hourly Rates; provided, Contractor shall provide justification for the proposed adjustment for the subsequent years. Except for the annual escalation described in this section, 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).

3. Use of Contingency: In the event that Contractor is requested to perform Program Management Services not included in the Exhibit A-1 or if a task exceeds the Budget outlined in the exhibits, Contractor shall submit a proposal for such additional work subject to the following:

3.1. If contingency funds are available in the Agreement to complete the services quoted, Contractor may perform such additional services upon written authorization of the City which shall be authorized by issuing a purchase order or change to purchase order to authorize such additional work.

3.2. If insufficient contingency funds are available to complete proposed work, an Amendment to this Agreement shall be executed in advance of starting work. No products or services that will commit or authorize funds in excess of the contingency funds outlined in will be provided unless both Parties execute an Amendment to this Agreement.

4. Reimbursable Expenses

4.1. Reimbursable Expenses. Any and all reimbursable expenses related to each Work Authorization shall be described in Contractor's Proposal as set forth in Section 4 of Exhibit A and accounted for in the total cost for each Proposal, Work Authorization, and purchase order.

4.2. Expenses shall be reimbursable only to the extent that (1) Contractor submits sufficient documentation to City that the expenses were directly incurred in providing the required Services, (2) Contractor demonstrates that such expenses aren't included in the hourly rate where applicable, (3) such expenses were approved in advance by the City pursuant to Section 4 of Exhibit A, (4) Contractor submits receipts, invoices, or other supporting documentation demonstrating that such reimbursable costs were incurred.

4.3. Outside services such as, but not limited to outside reprographic services, materials and equipment, will be invoiced at cost plus 3%. Subcontractor services will be invoiced at cost plus 5%.

4.4. Travel and Per Diem. Travel and Per Diem will be invoiced at cost.

4.4.1. 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

4.4.2. Mileage. Personal automobile travel from portal to portal or between locations will be charged at IRS mileage rates per mile in place at the time of travel.

4.4.3. Travel Expenses. Airfare, car rental, taxi, parking, tolls, and incidental expenses will be invoiced at cost, with receipts provided for any expenses. Airfare, if required, shall be at economy class.

5. Invoicing and Payments:

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

5.2. All invoices shall include

5.2.1. PO number,

5.2.2. Itemization of the authorized expenses incurred, if any, with a detail listing the cost and source of such expenses and when they were incurred in a formal that will permit City to verify rates are the same as those authorized in the Agreement.

5.2.3. Where applicable, invoices shall include sufficient detail to allow for accurate comparison with certified payroll submittals.

5.2.4. Amount paid to date and remaining Agreement amount.

5.3. 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.

5.4. If there are no discrepancies or deficiencies in the submitted invoice and Contractor has submitted all required Certified Payroll (where required), City shall process the invoice for payment.

Exhibit B - Table B1

AECOM Program Management Services (YEAR 1 - 5 | May 2022 to April 2027)

	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Task Description						
Task 1 - SEP Program Management						
Task 1.1 - Develop Program Management Plan	$65,441	$0	$0	$0	$0	$65,441
Task 1.2 - Develop Staffing Plan	$40,784	$0	$0	$0	$0	$40,784
Task 1.3 - Program Management/Coordination	$418,761	$630,039	$474,679	$336,855	$225,232	$2,085,566
Task 1.4 - Program Level Cost & Schedule Management Tracking & Reporting	$118,788	$94,872	$84,863	$49,352	$0	$347,875
Task 1.5 - Risk Management	$36,492	$31,624	$24,615	$16,451	$0	$109,182
Task 1.6 - Contract/Change Management	$65,103	$31,624	$24,615	$16,451	$0	$137,793
Task 1.7 - Programmatic Health & Safety Requirements	$55,843	$22,391	$12,903	$8,225	$0	$99,362
Task 1.8 - Schedule Oversight	$213,022	$161,887	$129,394	$74,018	$47,907	$626,228
Task 1.9 - Cost Control/Cost Estimating	$248,479	$185,425	$142,015	$97,247	$74,755	$747,921
Task 1.10 - Records Management	$74,129	$75,611	$61,699	$41,955	$26,746	$280,140
Task 1.11 - e-Builder Support	$101,439	$24,832	$8,443	$0	$0	$134,714
Task 1.12 - Public Outreach	$43,905	$22,391	$19,614	$15,071	$6,982	$107,963
Budget for bill rate increase (Dec 2022 to Mar	$7,411	$6,405	$4,914	$3,278	$1,909	$23,917
Task 1 Total Cost	**$1,489,597**	**$1,287,101**	**$987,754**	**$658,903**	**$383,531**	**$4,806,886**
Task 2 - Program Wide Technical Support						
Task 2.1 - General Technical/Engineering Support						
Task 2.1.1 - Develop SVP Design Standards	$106,493	$0	$0	$0	$0	$106,493
Task 2.1.2 - Develop SVP As-Built Standards	$49,061	$0	$0	$0	$0	$49,061
Task 2.1.3 - Transformer & GIS Equipment Procurement Support	$43,926	$44,804	$0	$0	$0	$88,730
Task 2.2 - Rebuild 60kV T-line Fiberglass and Walsh Subst (5-2022)						
Task 2.2.1 - Review Planning Package (1	$0	$0	$0	$0	$0	$0
Task 2.2.2 - Develop Design Scope (1 package)	$0	$0	$0	$0	$0	$0
Task 2.2.3 - Review Design Package (1 package)	$0	$0	$0	$0	$0	$0
Task 2.2.4 - Engineering Support During Construction	$0	$0	$0	$0	$0	$0
Task 2.2.5 - Environmental Support	$0	$0	$0	$0	$0	$0
Task 2.2.6 - ROW Engineering and Acquisitions	$0	$0	$0	$0	$0	$0
Task 2.3 - NRS 392 breaker mitigation (04-2024)						
Task 2.3.1 - Review Planning Package (1	$ 7,210	$0	$0	$0	$0	$7,210
Task 2.3.2 - Develop Design Scope (1 package)	$ 11,836	$0	$0	$0	$0	$11,836
Task 2.3.3 - Review Design Package (1 package)	$ 6,479	$ 18,426	$0	$0	$0	$24,905
Task 2.3.4 - Engineering Support During Construction	$ 0	$ 12,575	$ 9,828	$0	$0	$22,403
Task 2.3.5 - Environmental Support	$ 6,492	$0	$0	$0	$0	$6,492
Task 2.4 - NRS Transformer 2, spare transformer (04-2024)						
Task 2.4.1 - Review Planning Package (1	$ 7,972	$ 0	$ 0	$ 0	$ 0	$7,972
Task 2.4.2 - Develop Design Scope (1 package)	$ 9,611	$ 0	$ 0	$ 0	$ 0	$9,611
Task 2.4.3 - Review Design Package (1 package)	$ 6,814	$ 20,337	$ 0	$ 0	$ 0	$27,151
Task 2.4.4 - Engineering Support During Construction	$ 0	$ 12,575	$ 9,828	$ 0	$ 0	$22,403
Task 2.4.5 - Environmental Support	$ 6,492	$ 0	$ 0	$ 0	$ 0	$6,492
Task 2.5 - Rebuild 60kV T-line Walsh and Uranium Subst (09-2024)						
Task 2.5.1 - Review Planning Package (1	$ 8,398	$ 0	$ 0	$ 0	$ 0	$8,398
Task 2.5.2 - Develop Design Scope (1 package)	$ 15,007	$ 0	$ 0	$ 0	$ 0	$15,007
Task 2.5.3 - Review Design Package (1 package)	$ 7,578	$ 22,353	$ 0	$ 0	$ 0	$29,931
Task 2.5.4 - Engineering Support During Construction	$ 0	$ 9,636	$ 9,828	$ 0	$ 0	$19,464
Task 2.5.5 - Environmental Support	$ 6,492	$ 0	$ 0	$ 0	$ 0	$6,492
Task 2.5.6 - ROW Engineering and Acquisitions	$ 0	$ 0	$ 0	$ 0	$ 0	$0
Task 2.6 - Rebuild SRS (03-2025)						
Task 2.6.1 - Review Planning Package (1	$ 13,030	$ 0	$ 0	$ 0	$ 0	$13,030
Task 2.6.2 - Develop Design Scope (1 package)	$ 15,102	$ 0	$ 0	$ 0	$ 0	$15,102
Task 2.6.3 - Review Design Package (1 package)	$ 8,916	$ 26,755	$ 0	$ 0	$ 0	$35,671
Task 2.6.4 - Engineering Support During Construction	$ 0	$ 0	$ 34,811	$ 0	$ 0	$34,811
Task 2.6.5 - Environmental Support	$ 6,492	$ 0	$ 0	$ 0	$ 0	$6,492

Exhibit B - Table 1

AECOM Program Management Services (YEAR 1 - 5 | May 2022 to April 2027)

	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Task Description						
Task 2 - Program Wide Technical Support (continued)						
Task 2.7 - Rebuild KRS (08-2025)						
Task 2.7.1 - Review Planning Package (1	$ 13,030	$ 0	$ 0	$ 0	$ 0	$13,030
Task 2.7.2 - Develop Design Scope (1 package)	$ 15,102	$ 0	$ 0	$ 0	$ 0	$15,102
Task 2.7.3 - Review Design Package (1 package)	$ 8,916	$ 26,755	$ 0	$ 0	$ 0	$35,671
Task 2.7.4 - Engineering Support During Construction	$ 0	$ 0	$ 34,811	$ 14,552	$ 0	$49,363
Task 2.7.5 - Environmental Support	$ 6,492	$ 0	$ 0	$ 0	$ 0	$6,492
Task 2.7.6 - ROW Engineering and Acquisitions	$ 0	$ 0	$ 0	$ 0	$ 0	$0
Task 2.8 - NRS transformer upgrade (05-2025)						
Task 2.8.1 - Review Planning Package (1	$ 7,972	$ 0	$ 0	$ 0	$ 0	$7,972
Task 2.8.2 - Develop Design Scope (1 package)	$ 9,611	$ 0	$ 0	$ 0	$ 0	$9,611
Task 2.8.3 - Review Design Package (1 package)	$ 6,814	$ 20,073	$ 0	$ 0	$ 0	$26,887
Task 2.8.4 - Engineering Support During Construction	$ 0	$ 0	$ 12,827	$ 5,013	$ 0	$17,840
Task 2.8.5 - Environmental Support	$ 6,492	$ 0	$ 0	$ 0	$ 0	$6,492
Task 2.9 - New 115kV T-line interconnecting NRS to KRS (05-2027)						
Task 2.9.1 - Review Planning Package (1	$ 8,398	$ 0	$ 0	$ 0	$ 0	$8,398
Task 2.9.2 - Develop Design Scope (1 package)	$ 0	$ 15,307	$ 0	$ 0	$ 0	$15,307
Task 2.9.3 - Review Design Package (3	$ 0	$ 0	$ 22,800	$ 0	$ 0	$22,800
Task 2.9.4 - Engineering Support During Construction	$ 0	$ 0	$ 0	$ 10,025	$ 10,226	$20,251
Task 2.9.5 - Environmental Support	$ 3,246	$ 0	$ 0	$ 0	$ 0	$3,246
Task 2.9.6 - ROW Engineering and Acquisitions	$ 0	$ 0	$ 0	$ 0	$ 0	$0
Task 2.10 - Reconfig 60kV T-line Northwest and Center Loop (01-2028)						
Task 2.10.1 - Review Planning Package (1	$ 8,398	$ 0	$ 0	$ 0	$ 0	$8,398
Task 2.10.2 - Develop Design Scope (1 package)	$ 0	$ 15,307	$ 0	$ 0	$ 0	$15,307
Task 2.10.3 - Review Design Package (3	$ 0	$ 0	$ 11,749	$ 23,256	$ 0	$35,005
Task 2.10.4 - Engineering Support During Construction	$ 0	$ 0	$ 0	$ 0	$ 38,199	$38,199
Task 2.10.5 - Environmental Support	$ 3,246	$ 0	$ 0	$ 0	$ 0	$3,246
Task 2.10.6 - ROW Engineering and Acquisitions	$ 0	$ 0	$ 0	$ 0	$ 0	$0
Task 2.11 - 50 MW (200MWh) Kifer Battery Energy StorageProject						
Task 2.11.1 - Review Design Package	$ 10,362	$ 27,604	$ 0	$ 0	$ 0	$37,966
Task 2.12 - Development Substation Projects (5 total - 09-22, 06-23, 2024, assume 2027, assume 2028)						
Task 2.12.1 - Review Planning Packages	$ 0	$ 0	$ 0	$ 0	$ 0	$0
Task 2.12.2 - Develop Design Scopes	$ 0	$ 0	$ 0	$ 0	$ 0	$0
Task 2.12.3 - Review Design Packages	$ 0	$ 0	$ 0	$ 0	$ 0	$0
Task 2.12.4 - Engineering Support During Construction	$ 0	$ 0	$ 0	$ 0	$ 0	$0
Task 2.12.5 - Environmental Support	$ 0	$ 0	$ 0	$ 0	$ 0	$0
Budget for bill rate Increase (Dec 2022 to Mar	$ 2,258	$ 1,363	$ 734	$ 264	$ 242	$4,861
Task 2 Total Cost	**$ 453,738**	**$ 273,870**	**$ 147,216**	**$ 53,110**	**$ 48,667**	**$976,601**

Exhibit B - Table 1

AECOM Program Management Services (YEAR 1 - 5 | May 2022 to April 2027)

	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Task Description						
Task 3 - Project Management for SEP Projects						
Task 3.1 - PM for Rebuild 60kV T-line Fiberglass and Walsh Substation (5-2022)	$ 0	$ 0	$ 0	$ 0	$ 0	$0
Task 3.2 - PM for NRS 392 breaker mitigation (04-2024)	$ 83,961	$ 85,641	$ 8,002	$ 0	$ 0	$177,604
Task 3.3 - PM for NRS Transformer 2, spare transformer (04-2024)	$ 83,961	$ 85,641	$ 8,002	$ 0	$ 0	$177,604
Task 3.4 - PM for Rebuild 60kV T-line Walsh and Uranium Substations (09-2024)	$ 102,740	$ 104,794	$ 51,307	$ 0	$ 0	$258,841
Task 3.5 - PM for Rebuild SRS (03-2025)	$ 280,755	$ 286,370	$ 292,098	$ 0	$ 0	$859,223
Task 3.6 - PM for Rebuild KRS (08-2025)	$ 280,755	$ 286,370	$ 292,098	$ 150,323	$ 0	$1,009,546
Task 3.7 - PM for NRS transformer upgrade (05-2025)	$ 83,961	$ 85,641	$ 87,353	$ 24,485	$ 0	$281,440
Task 3.8 - PM for New 115kV T-line interconnecting NRS to KRS (05-2027)	$ 102,740	$ 104,794	$ 106,890	$ 109,028	$ 111,209	$534,661
Task 3.9 - PM for Reconfigure 60kV T-line Northwest and Center Loop (01-2028)	$ 102,740	$ 104,794	$ 106,890	$ 109,028	$ 111,209	$534,661
Task 3.10 - PM for Development Substation Projects (5 total - 09-22, 06-23, 2024 assume 2027, assume 2028)	$ 83,961	$ 85,641	$ 69,883	$ 57,024	$ 29,082	$325,591
Budget for bill rate Increase (Dec 2022 to Mar	$ 6,028	$ 6,148	$ 5,115	$ 2,249	$ 1,257	$20,797
Task 3 Total Cost	**$ 1,211,602**	**$ 1,235,834**	**$ 1,027,634**	**$ 452,137**	**$ 252,757**	$4,179,964
Task 3 - Project Management for SEP Projects						
Estimated - Other Costs (Travel) - $1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$5,000
Total All Tasks	**$ 3,155,937**	**$ 2,797,805**	**$ 2,163,604**	**$ 1,165,150**	**$ 685,955**	$9,968,451
Contingency (Use of Contingency subject to Exhibit B, Section 3)						$703,454
Previously Authorized Work						$328,095
Maxumum Compensation						**$11,000,000**

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 AECOM Technical Services ("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		
** Authorized City Representatives include Electric Utility Assistant Director, Chief Electric Utility Operating Officer, Chief Electric Utility Officer*		

PART B: SERVICES TO BE PERFORMED

1. REVISED WORK AUTHORIZATION

☐ No

☐ If yes, provide a brief description of the change(s).

2. SCOPE OF SERVICES TO BE PERFORMED

The Contractor shall perform the service(s) described below in accordance with all of the terms and conditions of the Agreement. (Insert a detailed Scope of Services below or attach as a separate file.) Scope of Services and cost proposal shall meet all of the provisions of Section 4 of Exhibit A and Section 4 of Exhibit B.

3. COMPENSATION

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

b. Reimbursable Expenses:

☐ No expenses are reimbursable.

☐ Expenses are separately reimbursable in the maximum amount of:

_____

c. Payment Schedule:

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

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

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

4. LIQUIDATED DAMAGES

☐ Liquidated Damages do not apply.

☐ Liquidated Damages apply as follows:

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

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

majeure event during the period of service of this Work Authorization.

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

5. ACCEPTANCE CERTIFICATE

☐ Acceptance Certificate not required.

☐ Acceptance Certificate required.

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Ebix Insurance No. S200004639

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

PREAMBLE

This agreement ("Amendment No. 3") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and AECOM Technical Services, Inc. a California 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 AECOM Technical Services, Inc., dated February 12, 2021 (Agreement);

B. The Agreement was previously amended by Amendment No. 1, dated June 2, 2022, and Amendment No. 2, dated November 1, 2023. The Agreement and all previous amendments are collectively referred to herein as the "Agreement as Amended"; and

C. The Parties now wish to amend the Agreement as Amended to increase the maximum compensation, extend the term, and modify the Work Authorization process.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. Section 2 of the Agreement as Amended, entitled "Term of Agreement", is amended in its entirety to read as follows:
"Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin December 1, 2020, and terminate on December 31, 2029."

2. Section 6 of the Agreement as Amended, entitled "Compensation and Payment", is amended in its entirety to read as follows:
"In consideration for the Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled Compensation and Fee

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Schedule. The maximum compensation of this Agreement during the Initial Term is twenty-eight million dollars ($28,000,000.00) 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 maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstances."

3. Section 4.6.6 of Exhibit A of the Agreement as Amended is amended to read as follows:

   "Except where the provisions of Section 4.6.7 or Section 4.7.4 apply, Contractor shall not initiate Services and the City will not compensate the Contractor until the City has executed a Work Authorization for such additional services where applicable ("Approved Work Authorization") and issued a purchase order or changed purchase order."

4. Section 4.6.7 is added to Exhibit A of the Agreement as Amended to read as follows:

   "4.6.7. Immediate Need / Emergency Work Orders

   4.6.7.1 The City may authorize Interim Work Orders in accordance with this Section, in the following circumstances:

   4.6.7.1.1 In the event work is required to address or deal with a threat to public health or safety, loss of or damage to property, or serious disruption to essential services

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

   4.6.7.2 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.

   4.6.7.3 Contractor shall provide an updated Proposal within five (5) business days. The Proposal shall be detailed in accordance with this Section 4 and shall also include all services required including those services already completed or initiated.

   4.6.7.4 If approved, the City will issue a Work Authorization and a Purchase Order as soon as reasonably practicable."

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

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the Agreement as Amended and this Amendment No. 3, the provisions of this Amendment No. 3 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 3 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Signed by:
Daniel Ballin
ABC722A8FC81448...

GLEN R. GOOGINS
City Attorney

Dated: 4/12/2025 | 12:05 AM PDT

Signed by:
Jovan D. Grogan
5EAD88DED5C343A...

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"

AECOM TECHNICAL SERVICES, INC.
a California corporation

Dated: 4/7/2025 | 4:07 PM PDT

By (Signature): DocuSigned by:
Bob Turley
B01688E5C7A749E...

Name: Bob Turley, PE

Title: Vice President

Principal Place of Business Address: 300 Lakeside Drive
Oakland, CA 94612

Email Address: Bob.turley@aecom.com

Telephone: (510) 874-3212

"CONTRACTOR"

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Ebix Insurance No. S200004639

AMENDMENT NO. 4
TO THE AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
AECOM TECHNICAL SERVICES, INC

PREAMBLE

This fourth amendment to the agreement for design professional services ("Amendment No. 4) is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and AECOM Technical Services, Inc., a California 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 AECOM Technical Services, Inc.," dated February 12, 2021 (Agreement) for the purpose of having Contractor provide plan implementation/project management services as requested by the City to support capital, operations, and maintenance projects;

B. The Agreement was previously amended by Amendment No. 1, dated June 2, 2022, Amendment No. 2, dated November 1, 2023, and Amendment No. 3, dated April 12, 2025, and is again amended by this Amendment No. 4. The Agreement and all previous amendments are collectively referred to herein as the "Agreement as Amended"; and

C. The Parties now wish to amend the Agreement as Amended to update the rate schedules in Exhibit B.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. Exhibit B – Compensation and Fee Schedule shall be deleted in its entirety and replaced with the attached Third Revised Exhibit B – Compensation and Fee Schedule, which is hereby incorporated into the Agreement as Amended.

2. Except as set forth herein, all other terms and conditions of the Agreement as Amended shall remain in full force and effect. In case of a conflict in the terms of

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the Agreement as Amended and this Amendment No. 4, the provisions of this Amendment No. 4 shall control.

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

[SIGNATURES ON FOLLOWING PAGE]

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The Parties acknowledge and accept the terms and conditions of this Amendment No. 4 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Signed by:
Daniel Ballin
ABC722A8FC81448...
GLEN R. GOOGINS
City Attorney

Dated: 5/13/2026 | 3:56 PM PDT

DocuSigned by:
Jovan D. Grogan
5EAD88DED5C343A...
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"

AECOM TECHNICAL SERVICES, INC.
a California corporation

Dated: 4/30/2026 | 5:34 PM PDT

By (Signature): DocuSigned by: Bob Turley B01688E5C7A749E...
Name: Robert K. Turley, PE
Title: Vice President
Principal Place of Business Address: 300 Lakeside Drive, Oakland, CA 94612
Email Address: bob.turley@aecom.com
Telephone: (510) 874-3212

"CONTRACTOR"

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THIRD REVISED EXHIBIT B
COMPENSATION AND FEE SCHEDULE

1. Compensation

1.1. This is a time and materials agreement.

1.2. 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.

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

1.4. Cost Estimates – Program Management Services:

1.4.1. Estimated Costs:

1.4.2. Labor costs to provide support services included in Exhibit A, for a 5-year duration as part of this Amendment No. 1 are estimated to be $9,968,447 (not including executed/future change orders).

1.4.3. Additional detail on the estimated cost by task and staff can be found in the following cost tables.

1.4.3.1. Table 1 of Third Revised Exhibit B- provides a summary of the annualized costs for each task over the entire 5-year duration.

1.4.3.2. Tables 1A – 1E attached to Amendment No. 1 provide a detailed breakdown of the annual cost per task and staff for Task 1 for 5 years. A portion of Task Order 1 has been previously authorized under purchase order 26657.

1.4.3.3. Tables 2A – 2E attached to Amendment No. 1 provide a detailed breakdown of the annual cost per task and staff for Task 2 for each of the 5 years.

1.4.3.4. Tables 3A – 3E attached to Amendment No. 1 provide a detailed breakdown of the annual cost per task and staff for Task 3 for each of the 5 years.

1.4.3.5. Subject to written approval of the City, Contractor may transition costs between categories within each cost estimate but only to the extent that these transitions leave sufficient funding to complete the projects identified in each cost estimate.

1.4.4. Contractor shall notify City as soon as practical if there is a risk that cost estimates will be exceeded and shall not perform work that will result in costs exceeding the estimate without an executed amendment to this Agreement.

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1.5. The maximum compensation specified in Section 6 includes all Services provided under this Agreement as Amended including those services provided in advance of this Amendment.

2. Rates

2.1. Services shall be provided according to the rates in Third Revised - Table B2– Hourly Rates attached to Amendment No. 4 with rate adjustments according to the provisions of Section 2.3 of this Third Revised Exhibit B. Services performed prior to this Amendment shall be invoiced at the rates in place at the time of the Service.

2.2. Overtime for non-exempt employees will be billed at 1.5 times hourly rate. Any work requiring overtime rates shall be expressly identified and approved in writing by the City prior to commencing the Services.

2.3. Rate Adjustments. Table B2 - Hourly Rates shall have an annual escalation of 2% from December 1, 2020, to December 1, 2025. After November 30, 2026, rate adjustments may be negotiated no more than once annually and shall be a minimum 3.5% increase. Contractor shall submit any proposed rate adjustments in writing to the City at least ninety (90) days prior to the requested effective date. Any proposed rate adjustments are subject to approval by the City and must be substantiated by the Contractor to the satisfaction of the City.

2.4. Except for the annual escalation described in this section, all rate adjustments must be approved by the City through a Purchase Order or an amendment to this Agreement. Contractor must clearly provide justification for any additional rates. No such rates shall be effective or compensable unless expressly approved by the City through a Purchase Order or a written amendment.

3. Use of Contingency: In the event that Contractor is requested to perform Program Management Services not included in the Exhibit A-1 or if a task exceeds the Budget outlined in the exhibits, Contractor shall submit a proposal for such additional work subject to the following:

3.1. If contingency funds are available in the Agreement to complete the services quoted, Contractor may perform such additional services upon written authorization of the City which shall be authorized by issuing a purchase order or change to purchase order to authorize such additional work.

3.2. If insufficient contingency funds are available to complete proposed work, an Amendment to this Agreement shall be executed in advance of starting work. No products or services that will commit or authorize funds in excess of the contingency funds outlined in will be provided unless both Parties execute an Amendment to this Agreement.

4. Reimbursable Expenses

4.1. Reimbursable Expenses. Any and all reimbursable expenses related to each Work Authorization shall be described in Contractor's Proposal as set forth in

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Section 4 of Exhibit A and accounted for in the total cost for each Proposal, Work Authorization, and purchase order.

4.2. Expenses shall be reimbursable only to the extent that (1) Contractor submits sufficient documentation to City that the expenses were directly incurred in providing the required Services, (2) Contractor demonstrates that such expenses aren't included in the hourly rate where applicable, (3) such expenses were approved in advance by the City pursuant to Section 4 of Exhibit A, (4) Contractor submits receipts, invoices, or other supporting documentation demonstrating that such reimbursable costs were incurred.

4.3. Outside services such as, but not limited to outside reprographic services, materials and equipment, will be invoiced at cost plus 3%. Subcontractor services will be invoiced at cost plus 5%.

4.4. Travel and Per Diem. Travel and Per Diem will be invoiced at cost.

4.4.1. 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

4.4.2. Mileage. Personal automobile travel from portal to portal or between locations will be charged at IRS mileage rates per mile in place at the time of travel.

4.4.3. Travel Expenses. Airfare, car rental, taxi, parking, tolls, and incidental expenses will be invoiced at cost, with receipts provided for any expenses. Airfare, if required, shall be at economy class.

5. Invoicing and Payments:

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

5.2. All invoices shall include

5.2.1. PO number,

5.2.2. Itemization of the authorized expenses incurred, if any, with a detail listing the cost and source of such expenses and when they were incurred in a formal that will permit City to verify rates are the same as those authorized in the Agreement.

5.2.3. Where applicable, invoices shall include sufficient detail to allow for accurate comparison with certified payroll submittals.

5.2.4. Amount paid to date and remaining Agreement amount.

5.3. Certified Payroll. When applicable, Contractor must submit all necessary certified payrolls through LCP Tracker in advance of its request for payment.

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These submittals shall comply with the requirements set forth in Exhibit D and are subject to verification by the City.

5.4. If there are no discrepancies or deficiencies in the submitted invoice and Contractor has submitted all required Certified Payroll (where required), City shall process the invoice for payment.

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Third Revised Table B2: Hourly Rates

Labor Classification	Fully Burdened Hourly Rates
Admin/Project Assistant	$126.86
Contract Manager	$271.62
Principal	$354.32
Principal Engineer	$296.59
Program Manager	$343.66
Project Engineer	$225.95
Project Professional I	$127.82
Project Professional II	$141.75
Designer	$125.18
Senior Engineer	$260.57
Senior Professional I	$158.14
Senior Professional II	$172.30
Senior Professional III	$192.32
Senior Professional IV	$219.08
Senior Professional V	$244.54
Senior Project Analyst	$210.36
Senior Project Manager	$327.03
Staff Professional I	$106.25
Staff Professional II	$122.74
Staff Professional III	$175.69
Project Manager I	$212.65
Project Manager II	$228.54
Project Manager III	$251.31
Consultant II	$151.08
Project Analyst	$122.12
Project Controls Technician III	$163.87
Project Coordinator	$110.39
Staff Technician	$84.51
Construction Project Manager	$206.81
Senior Admin	$163.87
Senior Designer	$220.35
Senior Technician	$152.12
Engineer I	$129.58

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Labor Classification	Fully Burdened Hourly Rates
Engineer II	$140.22
Engineer III	$170.01
Engineer IV	$203.80