1500 Warburton Avenue
Santa Clara, CA 95050
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@SantaClaraCity

Agenda Report

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

REPORT TO COUNCIL

SUBJECT

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

BACKGROUND

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

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

DISCUSSION

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

System Expansion Plan

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

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

General Consulting Services

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

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

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

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

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

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

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

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

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

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

Cost Summary: Staff is requesting that the Council 1) authorize the City Manager or their designee to execute the Agreement with ECI for a total amount not to exceed $850,000 which will allow for the development of a System Expansion Plan, 2) delegate authority to the City Manager or their designee to negotiate and execute Master Service Agreements with Advisian Worley Group, TRC Solutions, Inc., Leidos Engineering, LLC, Flynn Resource Consultants, Inc. and EN Engineering LLC for General Consulting Services in an amount not to exceed $2,000,000 per agreement and 3) delegate authority to the City Manager or their designee to negotiate and execute Master Service Agreements with 1898 & Co., TRC Solutions, Inc., Electrical Consultants, Inc., AECOM Technical Services, Inc., and Stantec Consulting Services Inc. for Plan Implementation Services in an amount not to exceed $3,000,000 per agreement.

ENVIRONMENTAL REVIEW

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

FISCAL IMPACT

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

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

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

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

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

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

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

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

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

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

ATTACHMENT
1. Agreement for Design Professional Services

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

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Flynn Resource Consultants 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 two million dollars ($2,000,000), 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: Electric Department
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at SVPContracts@santaclaraca.gov, and
manager@santaclaraca.gov

And to Contractor addressed as follows:

Doug Boccignone, President
Flynn Resource Consultants Inc.
5440 Edgeview Drive
Discovery Bay, CA 94505
and by e-mail at dougbocc@flynnrci.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:

C. Arellano
Digitally signed by Caio Arellano
Date: 2021.04.05 15:28:32 -07'00'

BRIAN DOYLE
City Attorney

Dated: 4/7/2021

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

"CITY"

FLYNN RESOURCE CONSULTANTS INC.
a California corporation

Dated:	March 5, 2021
By (Signature):	Doug A Boccignone
Name:	DOUG BOCCIGNONE
Title:	President
Principal Place of Business Address:	5440 Edgeview Drive, Discovery Bay, CA 94505
Email Address:	dougbocc@flynnrci.com
Telephoue:	(888) 634-7509
Fax:	(888) 634-7509

"CONTRACTOR"

EXHIBIT A
SCOPE OF SERVICES

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

1.0 The Contractor shall perform general engineering services as requested by the City to support capital, operations, and maintenance projects including but not limited to:

- 1.1 System planning for electric utility distribution and transmission systems
- 1.2 Project design and preparation of plans, specifications and engineer's estimate.
- 1.3 Distribution and transmission line conceptual design, feasibility, and permitting.
- 1.4 Substation conceptual design, feasibility, and permitting.
- 1.5 Support with substation communications, protection and control systems.
- 1.6 Assist with third party plan submissions such as WECC, CAISO, and PG&E.
- 1.7 Conduct power system studies, load flow, short circuit studies, protection studies and arc flash studies as needed.
- 1.8 Conduct Distributed Energy Resource (DER) engineering and interconnection studies as needed and prepare DER interconnection manual, standards, and/or agreements.
- 1.9 Assess existing design standards and recommend revisions or new standards.
- 1.10 Prepare new standards, specifications and cost estimates for Transmission and Distribution equipment, communication systems, protection systems, and control systems.
- 1.11 Assess existing maintenance practices or standards and recommend revisions or create new standards.
- 1.12 Provide design, specification and cost estimates associated with the distribution system including street lighting.
- 1.13 Provide drafting support as needed.

2.0 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.

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

4.0 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.

5.0 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

1. This is a time and materials contract with a total not-to-exceed amount of $2,000,000.

2. Contractor shall provide services at the labor rates outlined in Table B-1

Table B-1	
Rates for Services – December 1, 2020 – November 30, 2021	
Labor Category	**Hourly Rate**
Principal	$340
Managing Consultant	$320
Senior Consultant-Power Engineer	$310
Senior Consultant	$280
Consultant	$230
Associate Consultant	$210
Analyst	$155
Support Services	$90

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

3. Specialized Software Costs:

For any month in which specialized modeling software is used to perform services under this agreement, the following charges shall apply.

3.1. Power flow modeling - $310/month

3.2. Short circuit modeling – $900/month

3.3. OASIS Data - $1,350/month

3.4. Market modeling - $4,465/month

4. Rate Adjustments: Rates outlined in Table B-1 of Section 3 of this Amendment may be requested by Contractor to adjust no greater than annually after January 1, 2022 subject to reasonable notice and justification to the City. City approval or denial of the adjusted rates will be provided in writing (e-mail acceptable).

5. Reimbursable Expenses

5.1. City-requested Expenses. Outside services such as, but not limited to, outside reprographic services, materials, and equipment, will be invoiced at cost.

5.2. Travel and Per Diem:

5.2.1. 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

5.2.2. 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.

5.2.3. Travel Expenses. Airfare, car rental, taxi, parking, tolls, and incidental expenses will be invoices at cost, with receipts provided for any expenses over $25.00. Airfare, if required, shall be at economy class.

5.2.4. Lodging and Meals. Lodging and meals will be charged at cost, with receipts provided for any expense over $25.00.

6. 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 including receipt and verification of certified payroll where required using LCP tracker or such other system as defined by the City.

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.

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

PREAMBLE

This agreement ("Amendment No. 1") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Flynn Resource Consultants 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 Flynn Resource Consultants Inc.", dated April 7, 2021 (Agreement) to provide general engineering services as requested to the City to support capital, operations, and maintenance projects for Silicon Valley Power (SVP); and

B. The Parties now wish to amend the Agreement to amend the scope of services and update the schedule of fees and payment provisions.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. Section 1 of the Agreement, entitled "AGREEMENT DOCUMENTS" is hereby deleted and replaced with the following:

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

   Exhibit A – Scope of Services

   Exhibit B – Schedule of Fees and Payment Provisions

   Exhibit C – Insurance Requirements

   Exhibit D – Labor Compliance Addendum (if applicable)

   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 hereby amended and replaced with the following:

   "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 two million dollars ($2,000,000), 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 Services performed or materials provided in excess of the maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.

3. Exhibit A – Scope of Services is hereby amended and replaced with the attached Exhibit A – Scope of Services – Amended December 1, 2024, which is hereby incorporated into the Agreement.

4. Exhibit B – Schedule of Fees is hereby amended and replaced with the attached Exhibit B – Schedule of Fees and Payment Provisions – Amended December 1, 2024, which is hereby incorporated into the Agreement.

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Daniel Ballin
Daniel Ballin (Dec 27, 2024 09:01 PST)

GLEN R. GOOGINS
City Attorney

Dated: 1/8/25

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"

FLYNN RESOURCE CONSULTANTS INC.
a California Corporation

Dated: 12/19/2024
By (Signature): Douglas A. Boccignone
Name: DOUG BOCCIGNONE
Title: President
Principal Place of Business Address: 5440 Edgeview Drive
Discovery Bay, CA 94505
Email Address: dougbocc@flynnrci.com
Telephone: (888) 634-7509

"CONTRACTOR"

EXHIBIT A – SCOPE OF SERVICES
AMENDED DECEMBER 1, 2024

SECTION 1. GENERAL

1.1 Contractor shall provide all necessary supervision, labor, and services, plus all tools, equipment, materials, and supplies required to provide engineering consultant services to support the City of Santa Clara's Electric Utility, Silicon Valley Power ("Services").

SECTION 2. SERVICES TO BE PERFORMED

Contractor shall perform general engineering consulting services as requested by the City to support capital, operations, and maintenance projects pursuant to the Work Authorization Process described in Section 6 and as further described pursuant to individual Work Authorizations.

2.1 System planning for electric utility distribution and transmission systems.

2.2 Project design and preparation of plans, specifications and engineer's estimate.

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

2.4 Substation conceptual design, feasibility, and permitting.

2.5 Support for substation communications, protection and control systems.

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

2.7 Conduct power system studies, load flow, short circuit studies, protection studies and arc flash studies as needed.

2.8 Conduct Distributed Energy Resource (DER) engineering and interconnection studies as needed and prepare DER interconnection manual, standards, and/or agreements.

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

2.10 Prepare new standards, specifications and cost estimates for Transmission and Distribution equipment, communication systems, protection systems, and control systems.

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

2.12 Provide design, specification and cost estimates associated with the distribution system including street lighting.

2.13 Provide drafting support as needed.

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

2.15 At the conclusion of each project, 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

SECTION 3. SPECIFIC REQUIREMENTS

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

3.1.1 Supervision and administrative support

3.1.2 Program and project management services

3.1.3 Subconsultant and subcontractor management

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

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

SECTION 4. REPORTS

4.1 Contractor shall provide regular updates regarding the cost, schedule, and status for Services performed throughout the Term.

4.2 Depending on the nature and scope of the Services, Contractor may be required to provide status updates daily, weekly, or monthly at the direction of City.

4.3 Contractor shall provide all reports in electronic format and hard copy if requested by the City.

SECTION 5. COMPLETION OF SERVICES

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

SECTION 6. WORK AUTHORIZATION PROCESS

6.1 Contractor acknowledges that Contractor is one of multiple firms eligible to perform the Services pursuant to separate service agreements for General Engineering Services ("Master Agreement"). The City will award and authorize specific Services as set forth in this Section. The City does not guarantee that any specific work will be authorized under this Agreement.

6.2 Call for Proposal (CFP)

6.2.1 When Services are required, City will request all eligible contractors with a Master Agreement to submit a written proposal for Services ("Proposal").

6.2.2 As part of the CFP, City will provide a description of the required Services, the criteria for evaluation, the deadline for response, and any other pertinent information.

6.3 Proposal

6.3.1 If the Contractor desires to be considered to perform the Services included in a CFP, Contractor will prepare and submit a written Proposal to City. Contractor must include all information requested by City in its CFP in the format requested by City including the following:

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

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

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

6.3.1.4 Where applicable, the names of any subconsultants or subcontractors that Contractor proposes to use and the portion of services that the subconsultant or subcontractor will perform. Where required, Contractor will provide subcontractor Department of Industrial Relations (DIR) number.

6.3.1.5 Any required drawings or documents.

6.3.1.6 A list of City responsibilities

6.3.1.7 Where applicable, a final acceptance criteria

6.3.1.8 A cost itemization of the following:

6.3.1.8.1 Hours and hourly rates by position as listed in Exhibit B for Contractor

6.3.1.8.2 Subconsultant or Subcontractor scope or quote including hours and hourly rates. Contractor shall indicate labor subject to prevailing wage requirements.

6.3.1.8.3 Parts and materials

6.3.1.8.4 Rental and/or specialty equipment

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

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

6.3.1.8.7 A breakdown of materials and labor sufficient to calculate all required taxes

6.3.1.8.8 Estimated total cost including any required taxes

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

6.3.1.8.10Any costs such as for additional equipment, parts, services, or other expenses required for completion of services as detailed in the CFP and in Contractor's Proposal but not reflected in the Contractor's cost Proposal shall be the sole responsibility of the Contractor and shall not result in additional cost to the City.

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

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

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

6.3.5 Provided that the original cost Proposal includes all items listed in Section 6.3.1.8, the City and the selected contractor may negotiate whether the cost will be fixed price (lump sum) or based on specific rates of compensation (time-and-materials) for completion of the Services.

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

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

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

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

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

6.4 Authorization of Work

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

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

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

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

6.5 Changes to Work Authorization

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

6.5.2 If the change to the Work Authorization is approved, the City will issue a new or amended Work Authorization (if required pursuant to Section 6.4.2) and/or Purchase Order (as applicable) to authorize such additional services.

6.5.3 If Contractor requires changes to a fixed price Work Authorization, Contractor shall only be permitted to request changes with justification such as additional scope requested by City or unanticipated field conditions. For such changes, Contractor shall submit justification demonstrating that changes in cost are associated with changes in scope.

6.5.3.1 If the City requires additional work after the applicable Work Authorization has been issued, the Contractor shall, at City's request, provide an updated Proposal including the revised work schedule and associated costs with the same details as Section 6.3. If approved, the City will issue a new or amended Work Authorization (if required pursuant to Section 6.4.2) and/or Purchase Order (as applicable) to authorize such additional services.

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

6.5.3.3 Contractor shall not be entitled to additional compensation for issues such as errors in calculation of original pricing, changes in staff, or other changes that are not directly related to changes requested by City.

6.6 Only the Assistant Director of the Electric Utility, Electric Utility Chief Operating Officer, or Chief Electric Utility Officer may, on behalf of the City, execute a Work Authorization.

6.7 A Work Authorization must be consistent with – and cannot alter - the terms and conditions of this Agreement. The terms and conditions of this Agreement shall prevail over any and all terms and conditions contained in a Proposal or Work Authorization – even if the Proposal or Work Authorization expressly states that it is intended to control. Any conflicting terms and conditions in a Proposal or Work Authorization are invalid and unenforceable. The order of precedence is the following as follows: (1) Agreement including Exhibits, (2) Work Authorization, (3) Purchase Order, and (4) Proposal.

6.8 Each Work Authorization and Purchase Order including revised Work Authorizations and changed Purchase Orders shall be incorporated into the Agreement by reference and subject to its terms and conditions and the Services contained therein shall be included within the Services.

6.9 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.

6.10 The City (through the individuals listed in Section 6.6 or, in the case of Purchase Orders, the Finance Department) may terminate a Work Authorization or Purchase Order for convenience with ten (10) days prior written notice to Contractor. In such event, the Contractor shall have no further rights hereunder, except that Contractor shall be paid for all Services adequately rendered prior to such termination.

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

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

SECTION 7. CONTRACTOR PERSONNEL

7.1 Project Manager

7.1.1 Contractor must designate one (1) Project Manager to communicate with the City during performance of Services. The Project Manager is the designated point of contact for the City to communicate tasks and receive feedback.

7.1.2 A separate project manager may be designated for specific Work Authorizations but the Project Manager defined in Section 7.1.1 will have ultimate responsibility for communications.

7.1.3 The Project Manager/On-Site Supervisor must be capable of communicating effectively with City staff.

7.2 Staffing

7.2.1 Contractor shall be responsible for its employees' professional and technical competence and will select appropriate individuals who are qualified, certified, and/or licensed to perform the assigned task.

7.2.2 Contractor shall inform City immediately of any change in key personnel assigned to this agreement. Contractor shall submit the resumes and other qualifications of the proposed replacement employee(s) to City for review and approval.

7.2.3 City may reasonably request reassignment of key staff, including the Project Manager. In the event of a request, Contractor shall submit the resumes and other qualifications of proposed replacement employee(s) to City for review and approval.

7.3 Employee Training

7.3.1 At Contractor's sole cost and expense, Contractor shall provide recurring, periodic (no less than annual) training to its employees (including subconsultants or subcontractors) appropriate to the duties and responsibilities of each employee.

7.3.2 Contractor's training program shall follow Contractor's standard policies and procedures and shall be in compliance with all applicable federal, state, and local laws, including but not limited to safety and injury prevention training requirements contained in the OSHA standards.

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

SECTION 8. E-BUILDER

8.1 Use of e-Builder. When required by City, Contractor shall use e-Builder for submission of data and documents to City throughout the Term. e-Builder is a web-based construction management application hosted by e-Builder, Inc. For certain projects to be defined by the City, e-Builder shall be the primary means of project information submission and management or as otherwise agreed upon with the City.

8.2 Access to e-Builder. The City will establish the Contractor's access to e-Builder by providing licenses to Contractor's personnel at City's cost. The Contractor's designated users will be required to set up their computers/systems to use e-Builder in accordance with the e-Builder User Training Guide. The City reserves the right to limit the licenses issued to Contractor at any time.

8.3 E-Builder Training. Contractor is required to obtain all necessary training to use the e-Builder software. Contractor must participate in at least one classroom training or a web-based seminar as determined by City.

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

8.5 Acceptance of Information. Data entered in a collaborative mode (entered with the intent to share as determined by permissions and workflows within the e-Builder system) by the City and the Contractor will be jointly owned. Contractor is responsible for managing, tracking, and documenting the Services as provided in each Work Authorization and to comply with the requirements of this Agreement. The City's acceptance of documentation in e-Builder via automated system notifications or audit logs extends only to the face value of the submitted documentation and does not constitute validation of the Contractor's submitted information.

8.6 Format of Project Documents. In addition to submittal of documents through e-Builder, at the City's sole discretion, the City may require Contractor to submit documents in hard copy format, or both electronic and hard copy format.

8.7 Project Communication. While regular email may still be used for communication, when requested by City, e-Builder shall be used as much as possible in connection with all document and information management required in the performance of Work Authorizations where City has directed the use of e-Builder. Contractor shall be responsible for scanning or otherwise converting to electronic format all submittals, correspondence, drawings, sketches, payment requests, change orders, reports, and other documents associated with a Work Authorization, and uploading them to the e-Builder website. Contractor shall be responsible for the validity of its information placed in e-Builder. Contractor shall use the existing forms and processes in e-Builder to the maximum extent possible. If a required form does not exist in e-Builder, Contractor may include a form of its own or one provided by the City (if available) as an attachment to a submittal or process.

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

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

EXHIBIT B - SCHEDULE OF FEES AND PAYMENT PROVISIONS
AMENDED DECEMBER 1, 2024

SECTION 1. MAXIMUM COMPENSATION

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

1.2 The City does not guarantee a minimum compensation under this Agreement.

SECTION 2. RATES

2.1 Rates. Except where fixed price is authorized according to Section 6 of Exhibit A, Contractor shall submit Proposals and invoice all Services at the rates listed in Appendix B1 (RATES) attached and incorporated by reference.

2.2 Rates listed in Appendix B1 are fully burdened and will remain fixed for the first two (2) years of the Agreement.

2.3 Rate Changes:

2.3.1 Rate Increase. After the first two (2) years of the Agreement, rates may be negotiated no more than once annually. Contractor shall notify the City ninety (90) days in advance of any proposed rate increase. Any rate increases are subject to approval by the City and must be substantiated by the Contractor to the satisfaction of the City.

2.3.2 Rate Changes. Rate changes other than rate increases such as, but not limited to, addition of labor classifications shall be negotiated and authorized pursuant to this section in advance of performing services for which rates are applicable.

2.3.3 All rate adjustments must be approved by the City through an amendment to this Agreement. References to alternate rates in quotes or Proposals that have not been separately authorized pursuant to this section are not approved.

2.4 Reimbursable Expenses. Any and all reimbursable expenses related to each Work Authorization or Purchase Order shall be described in Contractor's Proposal as set forth in Section 6 of Exhibit A and accounted for in the total cost for each Proposal, Work Authorization, and Purchase Order. Expenses shall be reimbursable only to the extent that (1) Contractor submits sufficient documentation to City that the expenses were directly incurred in providing the required Services, (2) Contractor demonstrates that such expenses aren't included in the hourly rate where applicable, (3) such expenses were approved in advance pursuant to Section 6 of Exhibit A, (4) Contractor submits receipts, invoices, or other supporting documentation demonstrating that such reimbursable costs were incurred, and (5) any Mark Up conforms with the Reimbursable Expense Schedule below.

Reimbursable Expense Schedule		Mark Up
1.	The cost of mailing, shipping and/or delivery of any documents or materials.	No Markup
2.	The cost of photographing, printing, reproducing and/or copying any documents or materials.	No Markup
3.	Charges for outside services (including subconsultant fees, subcontractor fees, equipment, materials, and facilities not furnished directly by Contractor).	No Markup
4.	Contractor may charge allowable mileage at the prevailing IRS rate per mile. Mileage is not applicable to rental cars. Rental cars are reimbursed at actual cost only.	No Markup
5.	Unless approved in writing (e-mail acceptable) in advance, reimbursement to Contractor (including subconsultants / subcontractors) for meals, lodging, and related per diem will not exceed the rates outlined by United States General Services Administration (GSA). https://www.gsa.gov/travel-resources. Airfare or rental car, where applicable shall be at economy rates.	No Markup
6.	Other reimbursable expenses with prior written approval from the City.	No Markup

SECTION 3. PAYMENT PROVISIONS

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

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

3.1.2 Current amount due with a time and materials breakdown: titles, hours, hourly rates, and any City approved reimbursable expenses itemized with supporting documentation.

3.1.3 Each invoice shall provide sufficient detail for City to verify a) that the charges are in accordance with the Work Authorization, (b) that rates listed in Appendix B1 are charged, and (c) where applicable, hours worked can be matched to certified payroll submittals.

3.2 Fixed Price. For Services authorized to be paid on a fixed price basis, Contractor shall provide an invoice to the City in accordance with the Work Authorization and based on either (a) the percentage of Services completed during the previous month or (b) a lump sum amount upon the completion of deliverable(s), as specified in the Work Authorization and subject to the following.

3.2.1 Invoices must include the following information:

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

3.2.1.2 Detailed information on the Services performed on each deliverable or task completed on each project, as applicable.

3.2.2 Contractor shall not invoice labor costs subject to prevailing wages in advance of performing the applicable Services.

3.2.3 With regard to milestone payments, Contractor shall invoice each milestone payment in full. Contractor shall not separate milestone payments into multiple invoices.

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

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

3.5 Certified Payroll. When applicable, Contractor must submit all necessary certified payrolls through LCP Tracker in advance of its request for payment. These submittals shall comply with the requirements set forth in Exhibit D and are subject to verification by the City.

3.6 Accurate Invoice. If the invoice submitted by Contractor is not accurate, the invoice will be returned to Contractor to correct and resubmit before payment can be processed.

3.7 Payment. If there are no discrepancies or deficiencies in the submitted invoice and Contractor has submitted all required certified payroll, City shall process the invoice for payment.

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

APPENDIX B1 TO EXHIBIT B
RATES

1. RATES

1.1. Contractor shall charge, and the City shall pay for actual Services rendered and authorized according to the process outlined in Section 6 of Exhibit A. The rates applicable for the Services provided at hourly rates are listed in Table B1 (Hourly Rates) and Table B2 (Other Rates).

1.2. In cases where services are required but not listed below, Contractor shall submit rates for approval by the City in advance, in writing before performing the services. For avoidance of doubt, any changes to the rates in Table B1 and Table B2 must be authorized by an amendment to the Agreement in accordance with Section 2.3 of Exhibit B. Rate changes are not permitted as part of a Work Authorization process.

TABLE B1 – HOURLY RATES

POSITION	Dec 2020-Dec 2021	Jan 2023 – Dec 2023	Jan 2024 – Dec 2024	Jan 2025 – Dec 2025
Principal	$340	$370	$380	$390
Managing Consultant	$320	$350	$360	$370
Senior Consultant – Power Engineer	$310	$340	$350	$360
Senior Consultant	$280	$305	$315	$325
Consultant	$230	$250	$258	$265
Associate Consultant	$210	$230	$235	$240
Analyst	$155	$170	$175	$180
Support Services	$90	$95	$97	$100

TABLE B2 – OTHER RATES

Service	Dec 2020-Dec 2021	Jan 2023 – Dec 2023	Jan 2024 – Dec 2024	Jan 2025 – Dec 2025
Power Flow Modeling	$310/month	$340/month	$350/month	$360/month
Short Circuit Modeling	$900/month	$980/month	$1,020/month	$1,050/month

EXHIBIT D

SAMPLE WORK AUTHORIZATION FORM

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

PART A: GENERAL INFORMATION

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

3. COMPENSATION

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

b. Reimbursable Expenses:

☐ No expenses are reimbursable.

☐ Expenses are separately reimbursable in the maximum amount of:

____

c. Payment Schedule:
☐ Monthly ☐ Completion of Deliverable/Milestone ☐ Completion of Services

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

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

4. LIQUIDATED DAMAGES

☐ Liquidated Damages do not apply.

☐ Liquidated Damages apply as follows:

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

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

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

5. ACCEPTANCE CERTIFICATE

☐ Acceptance Certificate not required.

☐ Acceptance Certificate required.