

AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
between the
CITY OF SANTA CLARA, CALIFORNIA,
and
BURNS & McDONNELL WESTERN ENTERPRISES, INC.,

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Burns & McDonnell Western Enterprises, Inc., a Missouri 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, experience, necessary licenses and desire to provide any/or all professional services of the quality and type which meet objectives and requirements of City as set forth in this Agreement; and,
- D. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

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

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance Addendum (if applicable)

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

2. TERM OF AGREEMENT

- A. Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on May 1, 2023, and terminate on April 30, 2028.
- B. After the Initial Term, City reserves the right, at its sole discretion, to extend the term of this Agreement for up to five (5) additional one-year terms through April 30, 2033 ("Option Periods"). In order to extend the term of the Agreement for the Option Periods, the Parties execute an amendment (or amendments) to the agreement.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

Contractor shall perform those Services specified in Exhibit A within the time stated in Exhibit A or as more specifically defined in separate specified in each Purchase Order. Time is of the essence.

- A. All reports, costs estimates, plans and other documentation which are required deliverables to be submitted or furnished by Contractor shall be approved and signed by an appropriate qualified licensed professional in the State of California, as may be required by the specific deliverable.
- 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 material subject matter 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 deliverables provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES AND PAYMENT PROVISIONS." The maximum compensation of this Agreement is one Million Dollars (\$1,000,000), and subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses required to perform the Services. All work performed or materials provided in excess of the maximum compensation, as authorized by this agreement, shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.

7. PREVAILING WAGE

In the event the Services require payment of prevailing wage, Contractor shall comply, and ensure its subcontractors comply with Exhibit D.

Contractor certifies that it is aware of the requirements of California Labor Code Section 1720 et seq. and 1770 et. Seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure by Contractor or its employees, agents, contractors, and subcontractors to comply with the prevailing wage laws.

8. 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. Upon such termination, City shall pay Contractor for all reasonable expenses and charges outstanding for the portion of Services completed at the time of termination.
- 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 upon written notice to

Contractor and a 10-day opportunity to cure, if in City's opinion it is curable.

- 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.

9. 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 fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, in their performance of Services.

10. 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.

11. 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.

12. 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.

13. OWNERSHIP OF MATERIAL

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

14. 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 direct 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 mutually agreed upon 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.

Audits, requested by the City, shall be conducted at Contractor's headquarters offices upon reasonable advance written notice from the City.

15. 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 third-party 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.

16. 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 additional cost to City, insurance policies as set forth in Exhibit C.

17. 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.

18. NOTICES

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

City of Santa Clara
Attention: Electric Department
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at SVPContracts@santaclaraca.gov

And to Contractor addressed as follows:

Amy E. Bartak
Burns & McDonnell
140 S State College Blvd, Suite 100
Brea, CA 92821
and by e-mail at abartak@burnsmcd.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.

19. 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>).

20. 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 to the best of its knowledge it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

21. 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.

22. 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.

23. 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.

24. 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.

25. AMENDMENTS

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

26. 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 NEXT PAGE

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

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Dated: 5/26/23

Daniel Ballin

Daniel Ballin (May 25, 2023 10:02 PDT)

GLEN R. GOOGINS
City Attorney



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

"CITY"

BURNS & MCDONNELL WESTERN ENTERPRISES, INC.
a Missouri corporation

Dated: May 17, 2023

By (Signature): Stephen Kane

Name: STEPHEN KANE

Title: Vice President

Principal Place of Business Address: 140 S. State College Blvd. Suite 100
Brea, CA 92821

Email Address: skane@burnsmcd.com

Telephone: (714) 989-2039

"CONTRACTOR"

EXHIBIT A SCOPE OF SERVICES

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

1 ELECTRIC UTILITY ENGINEERING SERVICES

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

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

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

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

2 NERC STANDARDS

2.1 Background:

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

2.1.2 SVP operates equipment at 230kV and 115kV.

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

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

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

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

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

3 PROJECT QUOTES AND AUTHORIZATION OF WORK

3.1 Qualified Shortlist

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

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

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

3.2 Project Quotes and Authorization of Work

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

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

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

purchase order, Contractor shall submit to the City an updated quote or task order for review and approval from the City in advance of performing the work and shall receive an update Purchase Order in advance of performing additional work.

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

3.2.10 Contractor shall not initiate any project assignment that will result in costs exceeding the compensation in the Agreement or are anticipated to extend past the term of this Agreement.

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

4 SCHEDULE OF PERFORMANCE

4.1 Contractor shall perform the services listed above, as needed, during business hours (M-F 9:00am to 5:00pm).

4.2 Any work that requires overtime rates shall be identified and approved in writing by City prior to work commencing.,

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

5 REPORTING AND DOCUMENTATION

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

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

5.3 Additional reporting shall be indicated in the scope for specific Purchase Order.

6 STAFFING REQUIREMENTS

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

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

7 SAFETY

- 7.1** Contractor shall comply with all site-specific safety requirements and procedures including but not limited to Lockout/Tagout (LOTO), Confined Space, Fall Protection, Chemical Safety, Hazardous Waste and Personnel Protective Equipment (PPE).

- 7.2 Contractor, its employees, and any subcontractors shall always act in a safe manner while on SVP property.
- 7.3 The Contractor shall be responsible for creating a safe work environment for all personnel and City employees as well as for traffic control at the job site.
- 7.4 Contractor's safety provisions shall be in accordance with all applicable federal, state, county, and local laws, ordinances and codes.
- 7.5 Contractor's employees (including any subcontractors) shall not use or possess alcohol, narcotics, firearms, or drugs of any nature other than medical (for which the Contractor's employee has a current doctor's prescription) on City property and while performing services for the City. Employees using prescribed medication will not engage in any work if the medication can potentially impair the employee's ability to perform the work safely.
- 7.6 Contractor's employees (including any subcontractors) shall utilize appropriate Personal Protective Equipment (PPE) and Fire Resistant (FR) clothing, as required. Contractor shall provide the required PPE and FR clothing at its own expense.
- 7.7 Contractor shall immediately remove any personnel who is acting in an unsafe or dangerous manner.

8 EMPLOYEE TRAINING

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

9 PROFESSIONAL BEHAVIOR

- 9.1 Contractor shall be responsible for the conduct, demeanor and appearance of its employees while on or about the job site or while acting in the course and scope of employment.
- 9.2 Contractor's employees shall be neat and clean, and shall act in a courteous and professional manner. No employee shall use improper language or act in a loud, offensive, or otherwise improper manner.

- 9.3** Contractor's employees shall be trained as to the requirements of their positions and the importance of performing their jobs according to the SVP's instructions.
- 9.4** Contractor's employees shall be all times polite and courteous in their dealings with SVP staff and members of the public, treating them with patience and respect.
- 9.5** Contractor's employees shall speak clearly and in a professional manner while interacting with members of the public, offering the assistance needed by each person.
- 9.6** Contractor shall submit any complaints received against it to the City immediately.

EXHIBIT B SCHEDULE OF FEES

1 MAXIMUM COMPENSATION

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

2 RATES

- 2.1** City shall pay Contractor in accordance with the rates specified in Exhibit B-1 – Hourly Rates attached and incorporated by reference:
- 2.2** All services shall be quoted and authorized using the Work Authorization process outlined in Exhibit A, Section 3 – Project Quotes and Authorization of Work
- 2.3** Rates shall remain fixed for the initial two years of the Agreement. After the initial two years Contractor may request adjustments to the compensation rates no more than annually
 - 2.3.1** The Contractor must demonstrate to the satisfaction of the City that a price increase is warranted.
 - 2.3.2** City approval or denial of the requested rate adjustment will be provided in writing (e-mail acceptable).

3 REIMBURSABLE EXPENSES

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

- 3.3.1.1** Unless approved in writing (e-mail acceptable) in advance, meals, lodging, and related Per Diem shall not exceed the rates outlined by United States General Services Administration (GSA).

<https://www.gsa.gov/travel-resources>

- 3.3.1.2** Rental car and airfare, where required, shall be at economy class.

- 3.3.1.3** City shall not reimburse local travel (within Santa Clara County).

- 3.3.2** The cost of third-party subconsultants costs to the extent City has preapproved, in writing.

- 3.3.3** The cost of mailing, shipping and/or delivery of any documents or materials on behalf of City.

- 3.3.4** Any other expenses expressly identified as being reimbursable and approved according to the process in Section 3 of Exhibit A..

- 3.4** Except as specified in this Agreement, City will reimburse these expenses at actual cost plus ten percent (10%).

- 3.5** An estimate of reimbursable expenses shall be included in each quote.

4 INVOICING AND PAYMENTS

- 4.1** Contractor shall submit an invoice to City monthly, in arrears, for payment for services performed the previous month, pursuant to this Agreement.

- 4.2** Each invoice shall include the task costs for the previous month and each invoice shall only include only work associated with a single task order or quote.

- 4.3** City shall review the invoice submitted by Contractor and shall notify Contractor of any discrepancies or deficiencies in said invoice.

- 4.4** If City disputes an expense in an invoice, City may deduct the disputed expense from the payment of that invoice, provided that City submits to Contractor a written explanation of why the expense is being disputed.

- 4.5** If there are no discrepancies or deficiencies in the submitted invoice and Contractor has submitted all required Certified Payroll, City shall process the invoice for payment.

**EXHBIT B-1
HOURLY RATES**

Direct Labor		
Name	Title	Hourly Rate
Level 5	GENERAL OFFICE	\$ 60.00
Level 6	TECHNICIAN	\$ 75.00
Level 7	ASSISTANT	\$ 89.00
Level 8	ASSISTANT	\$ 119.00
Level 9	ASSISTANT	\$ 141.00
Level 10	STAFF	\$ 160.00
Level 11	STAFF	\$ 176.00
Level 12	SENIOR	\$ 195.00
Level 13	SENIOR	\$ 216.00
Level 14	ASSOCIATE	\$ 226.00
Level 15	ASSOCIATE	\$ 229.00
Level 16	ASSOCIATE	\$ 231.00
Subconsultant		
Name	Title	Hourly Rate
SEL ES	Consultant Principal Engineer	\$ 285.00
SEL ES	Senior Engineer	\$ 210.00
SEL ES	Project Engineer III	\$ 175.00
SEL ES	Project Engineer II Senior Specialist Senior Relay Commissioning Technician	\$ 160.00
SEL ES	Project Engineer I Specialist III Relay Commissioning Technician III Project Controller II & III Senior Designer	\$ 140.00
SEL ES	Designer III Specialist II Project Controller I	\$ 125.00
SEL ES	Associate Project Engineer Relay Commissioning Technician II Field Service Technician III	\$ 120.00
SEL ES	Designer II Specialist I	\$ 115.00
SEL ES	Designer I Relay Commissioning Technician I	\$ 95.00
SEL ES	Drafter Account Administrator III Field Service Technician II	\$ 85.00
SEL ES	Account Administrator I & II Administrative Field Service Technician I Engineering Intern	\$ 75.00
SEL ES	Security Engineer	\$ 220.00
SEL ES	Senior Security Specialist	\$ 185.00
SEL ES	Security Specialist	\$ 175.00
Samearth Consulting Engineers Inc	Project Manager/Project Engineer	\$ 140.00
Samearth Consulting Engineers Inc	Professional/Consulting Engineer	\$ 115.00
Samearth Consulting Engineers Inc	Sr. Engineer	\$ 105.00
Samearth Consulting Engineers Inc	Engineer	\$ 100.00
Samearth Consulting Engineers Inc	Assistant Engineer	\$ 95.00
Samearth Consulting Engineers Inc	Designer	\$ 84.00
Samearth Consulting Engineers Inc	Drafting Tech	\$ 75.00
Samearth Consulting Engineers Inc	Technical Specialist/PM/PC Support	\$ 88.00
Samearth Consulting Engineers Inc	Clerical	\$ 45.00
ICR Service Inc	CM/PMP	\$ 118.45
ICR Service Inc	Field Inspector	\$ 109.95
Kewo Engineering Corporation	Sr. Project Manager	\$ 190.00

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, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

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, non-owned and hired autos.

C. WORKERS' COMPENSATION

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

D. 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 D of this Exhibit C, above.

E. 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.

F. 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.

G. 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

H. QUALIFYING INSURERS

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

EXHIBIT D LABOR COMPLIANCE ADDENDUM

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

A. Prevailing Wage Requirements

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

Code Section 1720 *et seq*, as well as any additional documentation requested by the City or its designee including, but not limited to: certified payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.

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

B. Audit Rights

All records or documents required to be kept pursuant to this Agreement to verify compliance with this Addendum shall be made available for audit at no cost to City, at any

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

C. Enforcement

1. City shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., City may continue to hold sufficient funds to cover estimated wages and penalties under the Agreement.
2. Based on State funding sources, this project may be subject to special labor compliance requirements of Proposition 84.
3. The City is not obligated to make any payment due to Contractor until Contractor has performed all of its obligations under these provisions. This provision means that City can withhold all or part of a payment to Contractor until all required documentation is submitted. Any payment by the City despite Contractor's failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Agreement or a waiver of the right to withhold payment for any subsequent breach of this Addendum.

City or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to \$200 per day per worker for each wage violation identified; \$100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and \$25 per day per worker for any overtime violation.

**AMENDMENT NO. 1
TO THE AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
BURNS & MCDONNELL WESTERN ENTERPRISES, INC.**

PREAMBLE

This agreement ("Amendment No. 1") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Burns and McDonnell Western Enterprises, Inc., a Missouri 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 Burns & McDonnell Western Enterprises, Inc., dated May 26, 2023 (Agreement) for the purpose of having Contractor provide electric utility engineering services, and
- B. The Parties now wish to amend the Agreement to update the scope of services and update the hourly rates.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

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

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

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance Addendum

Exhibit E – Sample Work Authorization Form

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

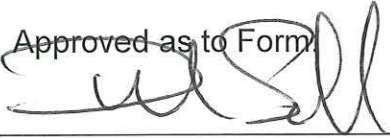
2. Exhibit A – Scope of Services is hereby deleted in its entirety and replaced with the attached Exhibit A – Scope of Services – Amended March 1, 2024, which is hereby incorporated into the Agreement.
3. Exhibit B – Schedule of Fees is deleted in its entirety and replaced with the attached Exhibit B – Compensation and Fee Schedule – Amended March 1, 2024, which is hereby incorporated into the Agreement.
4. Exhibit E – Sample Work Authorization is hereby added to the Agreement, which is attached hereto and incorporated by reference.
5. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect. In case of a conflict in the terms of the Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:



GLEN R. GOOGINS
City Attorney

Dated: 3/26/24



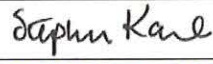
JOVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

BURNS & MCDONNELL WESTERN ENTERPRISES, INC.
A MISSOURI CORPORATION

Dated: 03/18/2024

By (Signature):



Name: STEPHEN KANE

Title: Vice President

Principal Place of Business Address: 140 S. State College Blvd., Suite 100
Brea, CA 92821

Email Address: skane@burnsmcd.com

Telephone: (714) 989-2039

"CONTRACTOR"

AMENDMENT NO. 1
AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND BURNS & MCDONNELL WESTERN ENTERPRISES, INC.
EXHIBIT A – SCOPE OF SERVICES
AMENDED FEBRUARY 15, 2024

1 ELECTRIC UTILITY ENGINEERING SERVICES

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

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

- 1.11** Provide engineering support for equipment commissioning and energization activities including but not limited to: design changes, and support testing as required by SVP; and
- 1.12** Provide on-call protection engineering support services including but not limited to: reviewing test reports of relays, transformers, and batteries; and providing test plans.
- 1.13** Electric Utility Operational Technology Engineering Services such as:
 - 1.13.1** Support services for legacy Power Quality (PQ) system ION power logic 6.0 including: database management, system assessment, programming, and corrective actions report;
 - 1.13.2** ION meter programming and configuration;
 - 1.13.3** PQ system upgrade support services;
 - 1.13.4** Support services for server maintenance and cyber security compliance for onsite and/or cloud solutions;
 - 1.13.5** Support services for maintenance and upgrade of synchrophasor systems;
 - 1.13.6** Support services for automation and control devices; and
 - 1.13.7** Scoping and planning services to upgrade existing multiplexer system. This includes but is not limited to: development and review of communication drawings, specifications, and recommendations to improve the system.
- 1.14** Owners Engineering and Project Management Services such as:
 - 1.14.1** System analysis studies as directed by SVP including, but limited to: short circuit studies; area coordination studies; planning studies; facilities rating studies; arc flash studies; system impact studies for interconnection; project development and system expansion studies; and standards development studies.
 - 1.14.2** Project management including but not limited to: scope development, invoicing, tracking deliverables, responding to RFI's, and financial reporting;
 - 1.14.3** Substation and generation plant design services, including developing detailed engineering drawings;
 - 1.14.4** Provide cost estimates for equipment;
 - 1.14.5** Develop standards, procedures, operations guides, and training; and
 - 1.14.6** Provide support services for construction and testing crews.
- 1.15** Western Electricity Coordinating Council (WECC) and NERC reliability standards analysis and support services as further detailed in Section 2 of this Exhibit A.

2 NERC STANDARDS

2.1 Background:

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

2.1.2 SVP operates equipment at 230kV and 115Kv.

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

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

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

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

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

3 WORK AUTHORIZATION PROCESS

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

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

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

3.4 A Purchase Order ("Purchase Order") is a document issued by the City of Santa Clara Finance Department which will reference the terms and conditions of this Agreement and serves as final approval for each Approved Work Authorization.

3.5 Work Request

- 3.5.1** When electric utility engineering services are required, SVP will notify one or more contractors under Electric Utility Engineering Agreements for the proposed services.
- 3.5.2** SVP will provide a description of the Services required, the basis of award, the deadline for response, and any other relevant information (Work Request).

3.6 Proposal

- 3.6.1** If Contractor has the required expertise and desires to submit a proposal, Contractor shall prepare and submit a proposal (Proposal) that includes:
 - 3.6.1.1** The specific service(s) to be performed. Detail of the services should have a level of detail reflective of the scope, timeline, and cost of the specific project.
 - 3.6.1.2** A work plan that includes a detailed description by task of the services to be performed.
 - 3.6.1.3** A project timeline/schedule with discussion on any activities that may impact the project timeline/schedule such as, but not limited to, material delays or permitting.
 - 3.6.1.4** A list of Contractor's personnel and subcontractors including subcontractor Department of Industrial Relations (DIR) number where required.
 - 3.6.1.5** Any required drawings or documents.
 - 3.6.1.6** A list of City responsibilities.
 - 3.6.1.7** An itemized cost proposal showing:
 - 3.6.1.7.1** Hours and hourly rates by position as listed in Exhibit B for both Contractor and subcontractor personnel if applicable. Indicate labor subject to prevailing wage requirements.
 - 3.6.1.7.2** Subcontractor costs including subcontractor DIR number where required and indicating prevailing wage and non-prevailing wage services.
 - 3.6.1.7.3** Parts/materials

3.6.1.7.4 Rental and/or specialty equipment

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

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

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

3.6.1.7.8 Estimated total cost including sales tax.

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

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

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

3.7 Work Authorization:

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

3.7.2 To authorize work, the City and Contractor shall execute a Work Authorizations in substantially the same format as Exhibit E.

Each Work Authorization shall describe the proposed services and deliverables the Contractor must provide, the time limit within which the Contractor must complete the proposed service and deliverables, and the compensation for the services.

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

3.7.4 Each Approved Work Authorization shall have a Purchase Order attached to it.

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

3.7.6 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.

3.8 Changes to Work Authorization:

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

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

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

Purchase Order shall amend the Services and be incorporated into the Services by reference.

- 3.8.4** Contractor shall not initiate the additional services associated with changes and the City will not compensate the Contractor until the City has executed the Work Authorization for such additional services where applicable ("Approved Work Authorization") and issued a Purchase Order or changed Purchase Order.
- 3.9** Proposals, pricing, and quotes are not confidential and will not be treated as confidential even if marked confidential when submitted.
- 3.10** An Approved Work Authorization must be consistent with – and cannot alter – the terms and conditions of this Agreement. The terms and conditions of this Agreement shall prevail over any and all terms and conditions contained in an Approved Work Authorization – even if the Approved Work Authorization expressly states that it is intended to control. Any conflicting terms and conditions in an Approved Work Authorization are invalid and unenforceable.
- 3.11** Each Approved Work Authorization and Purchase Order including those authorized prior to execution of this Amendment No. 1 shall be incorporated into the Agreement by reference and subject to its terms and conditions and the Services contained therein shall be included within the Services.
- 3.12** If Contractor begins the Services or fails to dispute a Purchase Order within three (3) business days, Contractor is assumed to have accepted the terms of the Purchase Order.
- 3.13** The City (through the individuals listed in section 3.7.5 or, in the case of Purchase Orders, the Finance Department) may terminate an Approved Work Order or Purchase Order for convenience with ten (10) days prior written notice to Contractor. In such event, the Contractor shall have no further rights hereunder, except that Contractor shall be paid for all Services adequately rendered prior to such termination.
- 3.14** Contractor shall not initiate any project assignment that will result in costs exceeding the compensation in the Agreement or are anticipated to extend past the term of this Agreement.
- 3.15** SVP shall not be required to pay a deposit or any other form of pre-payment prior to the Contractor beginning work.
- 3.16** Contractor shall not initiate services before a Work Authorization has been executed and/or Purchase Order has been issued.

4 E-BUILDER

- 4.1** When required by City, Contractor shall use e-Builder for submission of data and documents throughout the term of this agreement.
- 4.2** e-Builder is a web-based construction management application hosted by e-Builder, Inc. For certain projects to be defined by the City, e-Builder shall be the primary means of project information submission and management or as otherwise agreed upon with the City.
- 4.3** The City will establish the Contractor's access to e-Builder by providing licenses to Contractor's personnel at City's cost. The Contractor's designated users will be required to set up their computers/systems to use e-Builder in accordance to the e-Builder User Training Guide. The City reserves the right to limit the licenses issued to Contractor in the future.
- 4.4** Contractor is required to obtain all necessary training to use the software. The City will provide one classroom training or a web-based seminar. A training session is 1 - 2 hours.
- 4.5** e-Builder is a web-based environment and therefore it is subject to the inherent speed and connectivity limitations of the Internet. Contractor is responsible for its own connectivity to the Internet. e-Builder's response time is dependent on the Contractor's equipment, including processor speed, Internet access speed, etc., and current traffic on the Internet. The City will not be liable for any delays associated with the usage of e-Builder including, but not limited to slow response time, downtime periods, connectivity problems, or loss of information. The Contractor shall ensure connectivity to the e-Builder system whether at the home office or job site. Under no circumstances will the usage of e-Builder be grounds for a time extension or cost adjustment to the Agreement.
- 4.6** Data entered in a collaborative mode (entered with the intent to share as determined by permissions and workflows within the e-Builder system) by the City and the Contractor will be jointly owned.
- 4.7** Contractor is responsible for managing, tracking, and documenting the Services to comply with the requirements of this Agreement. The City's acceptance via automated system notifications or audit logs extends only to the face value of the submitted documentation and does not constitute a validation of the Contractor's submitted information.
- 4.8** At the City's sole discretion, project documents may be processed and distributed digitally over the internet or may be required to be presented in hard copy format.

- 4.9** While regular email may still be used for communication, when requested by the City, e-Builder shall be utilized as much as possible in connection with all document and information management required in the performance of projects where City has directed the use of e-Builder. Contractor shall be responsible for scanning or otherwise converting to electronic format all project submittals and Contractor correspondence, drawings, sketches, etc., and uploading them to the e-Builder website and shall be responsible for the validity of the information placed in e-Builder. The Contractor shall use the existing forms and processes in e-Builder to the maximum extent possible. If a required form does not exist in e-Builder, the Contractor shall include a form of its own or one provided by the City (if available) as an attachment to a submittal or process. Documents and information to be submitted electronically include, but are not limited to:

4.9.1 Correspondence,

4.9.2 Meeting minutes,

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

4.9.4 Requests for Information (RFI's),

4.9.5 Submittals and shop drawings,

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

4.9.7 Pay applications,

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

4.9.9 Pre-Task Plans (PTPs),

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

4.9.11 All official reports, such as commissioning reports,

4.9.12 Notices and claims,

4.9.13 Operations and maintenance manuals,

4.9.14 All close-out documents, and

4.9.15 All testing results

- 4.10** Archive Copies: When requested by City, Contractor shall keep an archive copy of all digital data created by Contractor, or submitted to Contractor via e-mail, or resident on the e-Builder for the duration of each project. Such data shall be available to City and authorities with the jurisdiction (including funding agencies or representatives) on demand.
- 4.11** Should the City replace e-Builder with a different project management tool, Contractor, and subcontractors shall be required to utilize the new project management tool selected by the City.

5 SCHEDULE OF PERFORMANCE

- 5.1** Unless otherwise requested and authorized by City, Contractor shall perform the services listed above, as needed, during business hours (M-F 8:00am to 5:00pm).
- 5.2** Any work required using overtime rates shall be identified and approved in writing by City prior to work commencing.
- 5.3** Contractor may be required to perform the services onsite and/or remotely.

6 REPORTING AND DOCUMENTATION

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

7 STAFFING REQUIREMENTS

- 7.1** The Contractor shall be solely responsible for selecting, hiring, employing, paying, supervising, training and discharging all personnel necessary to perform the required services.
- 7.2** Contractor shall employ only competent, skilled workers who are appropriately trained and/or licensed to perform the required services.
- 7.3** Contractor shall ensure the following employment standards for all employees (including subcontractors) are complied with and enforced throughout the term of this Agreement.
 - 7.3.1** Legally authorized to work in United States.
 - 7.3.2** Sufficiently fluent in English to: (a) comprehend the instructions of Contractor personnel; (b) offer the level of customer service established by SVP; (c) understand the safety and operating

instructions on any equipment used; and (d) communicate with emergency personnel during emergencies.

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

8 SAFETY

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

medication can potentially impair the employee's ability to perform the work safely.

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

9 EMPLOYEE TRAINING

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

10 PROFESSIONAL BEHAVIOR

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

AMENDMENT NO. 1
AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND BURNS & MCDONNELL WESTERN ENTERPRISES, INC.
EXHIBIT B - COMPENSATION AND FEE SCHEDULE
AMENDED MARCH 1, 2024

SECTION 1. MAXIMUM COMPENSATION

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

SECTION 2. RATES

- 2.1 This is a time and materials agreement. Contractor shall submit Proposals and invoice all Services at the rates listed in Appendix B-1 – LABOR RATES AMENDED MARCH 1, 2024 attached and incorporated by reference.
- 2.2 Rates listed in Appendix B-1 are fully burdened.
- 2.3 Nonexempt personnel in levels 5 through 11 may be billed at the overtime rates listed in Appendix B-1
- 2.4 Contract/Agency Personnel shall be billed according to rates listed in Appendix B-1 as if such personnel are a direct employee of Burns & McDonnell. "Contract/Agency Personnel" shall mean personnel utilized at the discretion of Contractor to provide the Services that are not directly employed by Burns & McDonnell as defined at law but are on loan from another employer through a contract or purchase order, including personnel from Burns & McDonnell's subsidiaries and affiliates (including Burns & McDonnell International Inc. and Burns & McDonnell Engineering India Pvt. Ltd). Such contracts and purchase orders are not "Subcontracts" as used herein and are not subject to 10% markup. All Contract/Agency Personnel shall be considered agents of Contractor, and able to act on behalf of Contractor within the scope of the authority granted such Contract/Agency Personnel according to job function and billing classification.
- 2.5 Rate Increase. Rates may be negotiated no more than once annually. Contractor shall notify the City ninety (90) days in advance of any proposed rate increase. Any rate increases are subject to approval by the City and must be substantiated by the Contractor to the satisfaction of the City. All rate adjustments must be approved by the City through an amendment to this Agreement. References to

alternate rates in quotes that have not been separately authorized pursuant to this section are not approved.

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

Reimbursable Expense Schedule		Mark Up
1	Subcontractor Services	Not to exceed 10%
2.	The cost of mailing, shipping and/or delivery of any documents or materials.	No Markup
3.	The cost of photographing, printing, reproducing and/or copying any documents or materials.	No Markup
4.	Charges for outside services (including fees, equipment, materials, and facilities not furnished directly by Contractor).	No Markup
5.	Other reimbursable expenses with prior written approval from the City	No Markup
6.	Allowable mileage will be charged at the prevailing IRS rate per mile.	No Markup
7.	Unless approved in writing (e-mail acceptable) in advance, meals, lodging, and related per diem shall not exceed the rates outlined by United States General Services Administration (GSA). https://www.gsa.gov/travel-resources . Airfare or rental car, where applicable shall be at economy rates.	Not to exceed 10%

SECTION 3. PAYMENT PROVISIONS

- 3.1 Contractor shall provide an invoice to the City on a monthly basis for Services completed in the preceding month. The invoice must include the following information:

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

- 3.1.2** Current amount due with a time and materials breakdown: titles, hours, hourly rates, and any City approved reimbursable expenses itemized with supporting documentation.
- 3.1.3** Each invoice shall provide sufficient detail for City to verify that the rates listed in Appendix B-1 are charged. Additionally, invoices shall include sufficient detail to allow for accurate comparison with certified payroll submittals where applicable.
- 3.2** Pre-Payment. City shall not be required to pay a deposit or any other form of pre-payment prior to Contractor beginning the Services.
- 3.3** Payment Limited to Satisfactory Work. Contractor is not entitled to any payments until the City concludes that the Services and/or any furnished deliverables have been satisfactorily performed.
- 3.4** Recalculation. The City may recalculate and pay invoices based on the rates established in this Agreement.
- 3.5** Certified Payroll. When applicable, Contractor must submit all necessary certified payrolls through LCP Tracker in advance of its request for payment. These submittals shall comply with the requirements set forth in Exhibit D and are subject to verification by the City.
- 3.6** Disputed Invoices. If the City in good faith disputes any portion of an invoice, the City shall pay the undisputed portion of the invoice and submit written notice to Contractor regarding the disputed amount. The notice shall include documentation supporting the disputed amount.
- 3.7** Payment. If there are no discrepancies or deficiencies in the submitted invoice and Contractor has submitted all required certified payroll, City shall process the invoice for payment.

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

Direct Labor	Title	Hourly Rate	Hourly Rates	Overtime Rates
		Effective: May 26, 2023 – December 31, 2023	Effective January 1, 2024	
Name	Title			
Level 5	GENERAL OFFICE	\$ 60.00	\$69.00	\$103.50
Level 6	TECHNICIAN	\$ 75.00	\$85.25	\$127.88
Level 7	ASSISTANT	\$ 89.00	\$97.75	\$146.63
Level 8	ASSISTANT	\$ 119.00	\$134.50	\$201.75
Level 9	ASSISTANT	\$ 141.00	\$155.50	\$233.25
Level 10	STAFF	\$ 160.00	\$171.50	\$257.25
Level 11	STAFF	\$ 176.00	\$190.00	\$285.00
Level 12	SENIOR	\$ 195.00	\$208.25	\$208.25
Level 13	SENIOR	\$ 216.00	\$222.75	\$222.75
Level 14	ASSOCIATE	\$ 226.00	\$241.75	\$241.75
Level 15	ASSOCIATE	\$ 229.00	\$241.75	\$241.75
Level 16	ASSOCIATE	\$ 231.00	\$241.75	\$241.75

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 Burns & McDonnell Western Enterprises, Inc. ("Agreement"). This Work Authorization is governed by the provisions of the Agreement and is hereby incorporated into that Agreement by reference. All Services shall be using the terms and rates included in the Agreement. In the event of any inconsistency between the terms and conditions of the Work Authorization and the Agreement, the terms and conditions of the Agreement shall govern and control.

PART A: GENERAL INFORMATION

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

PART B: SERVICES TO BE PERFORMED

1. REVISED WORK AUTHORIZATION

☐ No

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

2. SCOPE OF SERVICES TO BE PERFORMED

The Contractor shall perform the service(s) described below in accordance with all of the terms and conditions of the Agreement. (Insert a detailed Scope of Services below or attach as a separate file.) Scope of Services and cost proposal shall meet all of the provisions of Section 3 of Exhibit A and Section 2 of Exhibit B.

3. COMPENSATION

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

b. **Reimbursable Expenses:**

☐ No expenses are reimbursable.

☐ Expenses are separately reimbursable in the maximum amount of:

c. **Payment Schedule:**

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

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

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

4. LIQUIDATED DAMAGES

☐ Liquidated Damages do not apply.

☐ Liquidated Damages apply as follows:

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

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

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

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

5. ACCEPTANCE CERTIFICATE

- ☐ Acceptance Certificate not required.
- ☐ Acceptance Certificate required.

**AMENDMENT NO. 2
TO THE AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
BURNS & MCDONNELL WESTERN ENTERPRISES, INC.**

PREAMBLE

This agreement ("Amendment No. 2") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Burns and McDonnell Western Enterprises, Inc. a Missouri 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 Burns & McDonnell Western Enterprises, Inc." dated May 26, 2023, (Agreement); and
- B. The Parties entered into the Agreement for the purpose of having Contractor provide electrical utility engineering services; and
- C. The Parties amended the Agreement (Amendment No. 1) on March 26, 2024 to update the scope of services and update the hourly rates.
- D. The Parties now wish to amend the Agreement to, among other things, update Exhibit B (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 amended in its entirety to read as follows:

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

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees and Payment Provisions

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance Addendum

Exhibit E – Sample Work Authorization Form

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

2. Exhibit B – Compensation and Fee Schedule is 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.
3. 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.

(Signatures on Page 3)

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Dated: 1/6/25

Daniel Ballin

Daniel Ballin (Dec 23, 2024 16:49 PST)

GLEN R. GOOGINS
City Attorney



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

"CITY"

BURNS & MCDONNELL WESTERN ENTERPRISES, INC.
a Missouri Corporation

Dated: 12/20/24

By (Signature): Stephen Kane

Name: Stephen Kane

Title: Vice President

Principal Place of Business Address: 140 S. State College Blvd. Suite 100
Brea, CA 92821

Email Address: skane@burnsmcd.com

Telephone: (714) 989-2039

"CONTRACTOR"

**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. 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. Contractor may increase rates annually beginning December 1, 2026, by the lesser of 5% or a percentage amount not to exceed the percent change of the preceding 12 month period in the Consumer Price Index for all Urban Customers, selected items, not seasonally adjusted as published by the U.S. Bureau of Labor Statistics at <https://www.bls.gov/cpi> or successor site. In no event shall such increase exceed 5% annually. Contractor shall notify the City ninety (90) days in advance of any proposed rate increase. Any rate increases are subject to approval by the City and must be substantiated by the Contractor to the satisfaction of the City.

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

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

2.4 Reimbursable Expenses. Any and all reimbursable expenses related to each Work Authorization or Purchase Order shall be described in Contractor's Proposal as set forth in Section 3 of Exhibit A and accounted for in the total cost for each Proposal, Work Authorization, and Purchase Order. Expenses shall be reimbursable only to the extent that (1) Contractor submits sufficient documentation to City that the expenses were directly incurred in providing the

required Services, (2) Contractor demonstrates that such expenses aren't included in the hourly rate where applicable, (3) such expenses were approved in advance pursuant to Section 3 of Exhibit A, (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).	10% Markup
4.	Contractor may charge allowable mileage at the prevailing IRS rate per mile. Mileage is not applicable to rental cars. Rental cars are reimbursed at actual fuel cost only.	No Markup
5.	Unless approved in writing (e-mail acceptable) in advance, reimbursement to Contractor (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.	10% Markup
6.	Other reimbursable expenses with prior written approval from the City.	No Markup

SECTION 3. PAYMENT PROVISIONS

3.1 Contractor shall provide an invoice to the City on a monthly basis for Services completed in the preceding month. The invoice must include the following information:

- 3.1.1 Invoice Number, Purchase Order Number, and Invoice Period.
- 3.1.2 Current amount due with a time and materials breakdown: titles, hours, hourly rates, and any City approved reimbursable expenses itemized with supporting documentation.
- 3.1.3 Each invoice shall provide sufficient detail for City to verify 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 Pre-Payment. City shall not be required to pay a deposit or any other form of pre-payment prior to Contractor beginning the Services.
- 3.3 Payment Limited to Satisfactory Work. Contractor is not entitled to any payments until the City concludes that the Services and/or any furnished deliverables have been satisfactorily performed.
- 3.4 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.
- 3.5 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.
- 3.6 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.
- 3.7 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 3 of Exhibit A. The rates applicable for the Services provided at hourly rates are listed in Table B1 (Labor Rates Effective November 1, 2024) and Table B2 (Labor Rates Effective May 26, 2023 through October 31, 2024).
- 1.2. In cases where services are required but the applicable rate is 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 (LABOR RATES EFFECTIVE NOVEMBER 1, 2024)

RATES EFFECTIVE NOVEMBER 1, 2024		
Job Title	Hourly Rate	Overtime Rate
Associate – 14 or above	\$269.79	\$269.79
Senior – 13	\$248.59	\$248.59
Senior – 12	\$232.41	\$232.41
Staff – 11	\$212.04	\$285.00
Staff – 10	\$191.39	\$257.25
Assistant – 9	\$173.54	\$233.25
Assistant – 8	\$150.10	\$201.75
Assistant – 7	\$109.09	\$146.63
Technician – 6	\$95.14	\$127.88
General Office – 5	\$77.00	\$103.50

TABLE B2 (LABOR RATES EFFECTIVE JANUARY 1, 2024 THROUGH OCTOBER 31, 2024)

Job Title	Hourly Rate	Overtime Rate
Associate – 14 or above	\$241.75	\$241.75
Senior – 13	\$222.75	\$222.75
Senior – 12	\$208.25	\$208.25
Staff – 11	\$190.00	\$285.00
Staff – 10	\$171.50	\$257.25
Assistant – 9	\$155.50	\$233.25
Assistant – 8	\$134.50	\$201.75
Assistant – 7	\$97.75	\$146.63
Technician – 6	\$85.25	\$127.88
General Office – 5	\$69.00	\$103.50

(LABOR RATES EFFECTIVE MAY 26, 2023 THROUGH DECEMBER 31, 2023)

Job Title	Hourly Rate	Overtime Rate
Associate – 14 or above	\$241.75	\$241.75
Senior – 13	\$222.75	\$222.75
Senior – 12	\$208.25	\$208.25
Staff – 11	\$190.00	\$285.00
Staff – 10	\$171.50	\$257.25
Assistant – 9	\$155.50	\$233.25
Assistant – 8	\$134.50	\$201.75
Assistant – 7	\$97.75	\$146.63
Technician – 6	\$85.25	\$127.88
General Office – 5	\$69.00	\$103.50

1.3. Contractor may charge for work over 8 hours per day and on weekends and holidays. Overtime shall be approved in advance as part of a Work Authorization. To the extent that use of overtime may result in exceeding the maximum compensation of a Work Authorization, Contractor shall follow the process in Section 3.8 of Exhibit A.

1.4 Holidays:

1.4.1 Observed holidays are: New Year's Day, Martin Luther King Jr. Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving and the Day after Thanksgiving, Christmas Day