

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

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and AECOM Technical Services, Inc., a California Corporation (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. City desires to secure the services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services";
- B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- C. 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 - Notice of Exercise of Option to Extend Agreement Form

Exhibit E – Work Authorization Form

Exhibit F – Labor Compliance Addendum

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, 2021 and expire on April 30, 2023.
- B. After the Initial Term, the City reserves the right, at its sole discretion, to extend the term of this Agreement for up to two (2) additional one-year terms through April 30, 2025 ("Option Periods"). City shall provide Contractor with no less than thirty (30) days prior written notice of its intention to exercise its option to extend the term of this Agreement. See Exhibit D for Notice of Exercise of Option to Extend Agreement Form.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

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

4. WARRANTY

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

5. QUALIFICATIONS OF CONTRACTOR- STANDARD OF CARE

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

6. COMPENSATION AND PAYMENT

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES AND PAYMENT PROVISIONS." The maximum compensation of this Agreement during the Initial Term is Four Hundred Sixty-One Thousand Five Hundred Sixty-Four Dollars (\$461,564), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.

7. TERMINATION

- A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Contractor.
- B. Termination for Default. If Contractor fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Contractor.
- C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Contractor will deliver to City all City information or material that Contractor has in its possession.

8. ASSIGNMENT AND SUBCONTRACTING

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

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

9. NO THIRD-PARTY BENEFICIARY

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

10. INDEPENDENT CONTRACTOR

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

11. CONFIDENTIALITY OF MATERIAL

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

12. OWNERSHIP OF MATERIAL

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

13. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Contractor shall bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

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

14. HOLD HARMLESS/INDEMNIFICATION

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

15. INSURANCE REQUIREMENTS

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

16. WAIVER

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

17. NOTICES

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

City of Santa Clara
Attention: Silicon Valley Power
1500 Warburton Avenue
Santa Clara, CA 95050
Email: svpcontracts@santaclaraca.gov, jcoleman@santaclaraca.gov, and
manager@santaclaraca.gov

And to Contractor addressed as follows:

AECOM Technical Services, Inc.
Attention: Robert K. Turley
4 N. Second Street, Suite 675
San Jose, CA 95113
Phone: 408-297-9585
Email: bob.turley@aecom.com

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

18. COMPLIANCE WITH LAWS

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

19. CONFLICTS OF INTEREST

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

20. FAIR EMPLOYMENT

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

21. NO USE OF CITY NAME OR EMBLEM

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

22. GOVERNING LAW AND VENUE

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

23. SEVERABILITY CLAUSE

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

24. AMENDMENTS

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

25. COUNTERPARTS

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

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: _____

BRIAN DOYLE
City Attorney

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

“CITY”

AECOM TECHNICAL SERVICES, INC.
a California corporation

Dated: _____

By (Signature): _____

Name: Robert K. Turley

Title: Vice President

Principal Place of Business Address: 4 N. Second Street, Suite 675

San Jose, CA 95113

Email Address: bob.turley@aecom.com

Telephone: 408-297-9585

Fax: _____

“CONTRACTOR”

**AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
AECOM TECHNICAL SERVICES, INC.
EXHIBIT A
SCOPE OF SERVICES**

1. GENERAL

- 1.1. Contractor shall provide renewable energy microgrid feasibility study and design services.
- 1.2. The feasibility study and microgrid design shall meet all the latest City and Silicon Valley Power (SVP) standards and requirements, along with the latest Institute of Electrical and Electronics Engineers (IEEE), and industry standards.
- 1.3. The final microgrid feasibility study and design shall be for the eventual deployment of two (2) renewable energy microgrids.
- 1.4. **Microgrid Locations**
 - 1.4.1. The first microgrid shall be located at Fire Station #2 (1900 Walsh Avenue, Santa Clara, CA 95050) and may consist of a microgrid integrating multiple mission critical facilities.
 - 1.4.2. The City currently plans to have the second microgrid located at Fire Station #1 (777 Benton Street, Santa Clara, CA 95050). However, due to potential future renovation plans at the station, the second microgrid may be located at another Fire Station.
 - 1.4.3. There is also the possibility of adding multiple co-located public critical facilities.
- 1.5. City shall provide the following information to Contractor before Contractor begins work.
 - 1.5.1. As-built drawings/information;
 - 1.5.2. Utility bills and monthly electronic usage (kWh and kW); and
 - 1.5.3. Existing equipment cut sheets.

- 1.6. Contractor may perform the feasibility study and preliminary parts of the microgrid design concurrently. However, the full completion of the microgrid design can only occur after the feasibility study has been completed.
- 1.7. A subsequent solicitation will be released for the construction and installation of the approved designed microgrids, with the target energization expected in 2022.

2. PROJECT KICKOFF MEETING AND PROJECT SCHEDULE

2.1. Upon execution of the Agreement, the City will coordinate with Contractor to set up a project kickoff meeting.

2.2. The purpose of the meeting will be to:

2.2.1. Discuss the project plan;

2.2.2. Schedule site visits; and

2.2.3. Finalize the project schedule.

2.3. Project Schedule

2.3.1. Prior to the kickoff meeting, Contractor shall provide to the City a preliminary project schedule to review.

2.3.2. Contractor and City shall discuss the preliminary project schedule at the kickoff meeting and make any adjustments necessary.

2.3.3. After the kickoff meeting, Contractor shall send a final project schedule to the City for approval. The City shall not unreasonably withhold approval.

2.4. Project Completion

2.4.1. Contractor shall submit the completed feasibility study and microgrid design to the City within twelve (12) months after the execution of this Agreement.

2.4.2. Changes or delays that would result in extending the project schedule shall require the execution of an amendment prior to the commencement of work.

3. SITE VISITS

3.1. Contractor shall make two (2) site visits, to assess electrical infrastructure upgrades, building and land surveying for microgrid installation, sizing of PV and energy storage systems, integration of microgrid, and microgrid controller, and any other information to fulfill project requirements.

- 3.2. Contractor shall make one site visit during the microgrid feasibility study stage, and the second visit during the microgrid design stage.
- 3.3. Contractor shall visit both planned microgrid locations during each site visit.
- 3.4. Follow-up site visits can be arranged if necessary.

4. RENEWABLE ENERGY MICROGRID FEASIBILITY STUDY

4.1. General

- 4.1.1. Contractor shall conduct a technical and financial feasibility study for the deployment of the two planned renewable energy microgrids, including preliminary microgrid designs.
- 4.1.2. The feasibility study shall fully describe the electrical loads served by the microgrid when operating in islanded and parallel modes: Peak kW, Average kW, and annual/monthly/weekly kWh.
- 4.1.3. The feasibility study shall provide hourly load profile of the loads included in the microgrids.
- 4.1.4. The feasibility study shall provide a written description of the sizing of the loads to be served by the microgrids including a description of any redundancy opportunities (e.g.: n-1) to account for equipment downtime.
- 4.1.5. The feasibility study shall provide estimation of reduced diesel generation run-times, and reduced greenhouse gas emissions and criteria pollutants.
- 4.1.6. The feasibility study shall describe how the microgrids can lend themselves towards SVP's portfolio of distributed energy resources aggregated into a virtual power plant (VPP).
- 4.1.7. The feasibility study shall include a complete electrical infrastructure review, and land and building survey.
- 4.1.8. The feasibility study shall describe and define all applicable and expected reconfiguration and upgrades including:
 - 4.1.8.1. Utility interconnection, protection, and safety systems, including microgrid-integrated automatic transfer switch (ATS); and
 - 4.1.8.2. Other switching systems as required to support stable transitions to and from island-mode operations for the two microgrids.

- 4.1.9.** The feasibility study shall integrate the microgrids with on-site electric vehicle (EV) charging infrastructure to manage microgrid loading, optimize controls to minimize thermal overloading on grid, and maximize renewable energy generation, if applicable.
- 4.1.10.** The feasibility study shall define the sequence of operations (including timing) for each distributed energy resource (DER) and back-up power device that function within the microgrid system to support the building load, during operations as a single system 1) in parallel to the grid, and 2) in island mode.
- 4.1.11.** The feasibility study shall provide an explanation of the mechanisms deployed to improve cybersecurity threats (identify threats, detect and reject cyberattacks automatically, standards) for inverters and power systems.
- 4.1.12.** The feasibility study shall include system architecture that integrates microgrid solutions, SVP utility system and customer loads for maximum value in terms of cost, and SVP utility system's reliability and reducing cost. The feasibility study should also include telemetry/communication system to integrate with SVP's system. The economic analysis should be included for the system architecture and its operation.
- 4.1.13.** The feasibility study shall also include a preliminary design and layout for the architecture.
 - 4.1.13.1.** The preliminary microgrid design shall improve the power quality to ensure transition to renewable energy back-up power during unplanned or planned outages.

4.2. Distributed Energy Resources Characterization

- 4.2.1.** The feasibility study shall provide the following information regarding DER and thermal generation resources that are part of the microgrids:
 - 4.2.1.1.** Technology Type (PV, energy storage, etc.). If battery storage, include battery chemistry;
 - 4.2.1.2.** Rating (kW/kWh/BTU); and
 - 4.2.1.3.** Operating and performance indicators (losses, roundtrip efficiency, degradation, maximum cycles per year and per lifetime, footprint (kWh/sq. ft), energy density, economic life, warranty, and any additional applicable parameters).

- 4.2.2. If new DER or other generation resources are part of the microgrids, Contractor shall provide a written description, and design, of the location(s) and space available.
- 4.2.3. The feasibility study shall describe the adequacy of the DERs to continuously meet electrical and thermal demand in the microgrids. Include performance and operations constraints.
- 4.2.4. The feasibility study shall describe how resilient the DERs and generation resources will be to the forces of nature (severe weather) that are typical to and pose the highest risk to their operation (e.g. potential fire risk, flooding of low-lying areas, or seismic issues).
- 4.2.5. The feasibility study shall describe the fuel sources for the DERs, and describe how many hours or days of continuous operation of the microgrids can be achieved with current storage capability. If additional storage is required, Contractor shall provide a written description of the storage needs in the feasibility study.
- 4.2.6. The feasibility study shall describe the capability of DERs including, but not limited to the following capabilities;
 - 4.2.6.1. Black start;
 - 4.2.6.2. Load-following;
 - 4.2.6.3. Part-load operation;
 - 4.2.6.4. Maintain voltage;
 - 4.2.6.5. Maintain frequency;
 - 4.2.6.6. Capability to ride-through voltage and frequency events in islanded mode, and
 - 4.2.6.7. Capability to meet SVP's interconnection standards in grid-connected mode.
- 4.2.7. The feasibility study shall describe how the DERs can participate as dispatchable assets in the California Independent System Operator (CAISO) wholesale electricity market.

4.3. Feasibility Study Submittal and Approval

- 4.3.1. The feasibility study shall be completed in three drafts as described below.

4.3.2. For each draft, Contractor must receive written approval from the City before moving on to the next draft, or completion.

4.3.3. First Draft

4.3.3.1. Contractor shall submit the first draft of the feasibility study to the City via email. The draft feasibility study shall be in Word format. Quantitative data shall be submitted in Excel or CSV format.

4.3.3.2. The City will review the draft feasibility study and provide feedback/comments to Contractor.

4.3.4. Second Draft

4.3.4.1. Contractor shall submit the second draft of the feasibility study, incorporating the City's comments, to the City via email. The draft feasibility study shall be in Word format. Quantitative data shall be submitted in Excel or CSV format.

4.3.4.2. The City will review the draft feasibility study and provide final feedback/comments to Contractor.

4.3.5. Final Draft

4.3.5.1. Contractor shall submit three (3) hard copies of the final draft of the feasibility study to the City.

4.3.5.2. Contractor shall also email the final draft to the City, in Word and PDF formats. Quantitative data shall be in Excel or CSV format.

4.3.5.3. Feasibility study shall be stamped by a California-licensed professional electrical engineer.

5. RENEWABLE ENERGY MICROGRID DESIGN SERVICES

5.1. General

5.1.1. Contractor shall provide full designs for two (2) renewable energy microgrids.

5.1.2. The designed microgrids shall:

5.1.2.1. Demonstrate a low carbon-based microgrid that can operate in parallel with the grid and in an islanded mode;

5.1.2.2. Reduce standby diesel generation run-times; and

- 5.7. Contractor shall determine a microgrid equipment layout diagram and a one-line diagram of the microgrids, including location of the DERs based upon the load and functionality requirements.
- 5.8. Contractor shall provide drawings for each discipline required (architectural, structural, electrical, etc.). Additionally, Contractor shall provide:
 - 5.8.1. Calculations, details, and schedules required for the system design;
 - 5.8.2. Identification of existing and planned (new) infrastructure that will be part of the microgrids;
 - 5.8.3. Descriptions and supportive calculations for all power and grounding systems;
 - 5.8.4. Site plans, elevations, equipment arrangement and detailed drawings; and
 - 5.8.5. Evaluation of existing switchgear and utility transformers for interconnection compatibility.
- 5.9. Contractor shall provide a written description of how the microgrids will be interconnected to the grid. The description shall include a detailed discussion on how the design protection system, monitoring system and control system shall meet SVP's standards and requirements for connecting with the SVP grid system and also in islanded mode.
- 5.10. The designed microgrids shall provide black start capability.
- 5.11. Microgrid Design Submittal and Approval**
 - 5.11.1. Contractor shall submit the microgrid designs and supporting engineering documentation to the City for review and approval.
 - 5.11.2. The microgrid designs shall be completed in four drafts, as described below.
 - 5.11.3. For each draft, Contractor must receive written approval from the City before moving on to the next draft, or completion.
 - 5.11.4. First Draft**
 - 5.11.4.1. Contractor shall submit the first draft of the microgrid designs to the City electronically. Large files shall be uploaded onto e-Builder.
 - 5.11.4.2. The City will review the draft microgrid designs and provide feedback/comments to Contractor.

5.11.5. Second Draft

- 5.11.5.1.** Contractor shall submit the second draft of the microgrid designs, incorporating the City's comments, to the City electronically. Large files shall be uploaded onto e-Builder.
- 5.11.5.2.** The City will review the draft microgrid designs and provide final feedback/comments to Contractor.

5.11.6. Third Draft

- 5.11.6.1.** Contractor shall submit the third draft of the microgrid designs, incorporating the City's comments, to the City electronically. Large files shall be uploaded onto e-Builder.
- 5.11.6.2.** The City will review the draft microgrid designs and provide final feedback/comments to Contractor.

5.11.7. Final Draft

- 5.11.7.1.** Contractor shall submit three (3) hard copies of the final draft of the microgrid designs to the City.
- 5.11.7.2.** Contractor shall also submit the final draft electronically to the City in the requested format.
- 5.11.7.3.** Drawings shall be stamped by a California-licensed professional electrical engineer.

6. ADDITIONAL SERVICES

- 6.1.** Contractor may be required to provide additional renewable energy microgrid feasibility study and/or design services.
- 6.2.** In the event additional services are required, the City shall request a quote from Contractor.
- 6.3.** Contractor shall provide a quote for the requested service(s). The quote shall include a description of the required service(s) (scope of work); the estimated number of hours required to complete the work; the expected staff; and the estimated cost of the work.
- 6.4.** City shall review the submitted quote. At no time shall services begin until City approves the submitted quote.
- 6.5.** Additional services shall include, but be limited to, the following.
 - 6.5.1.** Construction Support Services, to include:

- 6.5.1.1. Attending site meetings with the Contractor to review the progress of the work and to resolve construction issues;
- 6.5.1.2. Reviewing equipment shop drawings for the equipment;
- 6.5.1.3. Reviewing shop drawings for Contractor-furnished materials and equipment;
- 6.5.1.4. Responding to Contractor's Request for Information (RFI's) and issuing field change notices as required;
- 6.5.1.5. Providing record drawing services at the end of the project to conform construction drawings to the Contractor's marked up record drawing set;
- 6.5.1.6. Performing inspection of the construction as necessary to ensure the installation per contract drawings and specifications; and
- 6.5.1.7. Coordinating with SVP and Fire Stations to resolve field issues during construction.

6.5.2. Microgrid studies for additional sites;

6.5.3. Microgrid design services for additional sites;

6.5.4. Geotechnical Studies for existing and additional sites, if necessary; and

6.5.5. Land and building surveys for existing and additional sites, if necessary.

6.6. Work Authorization Form

6.6.1. Additional services shall require a Work Authorization Form (Exhibit E) to be completed and approved in writing before work may begin.

6.6.2. At no time shall Contractor begin work until the Work Authorization Form has been approved by the City.

6.6.3. The Work Authorization Form may only be authorized, in writing, by an Assistant Director of the Electric Utility, Electric Utility Chief Operating Officer, or Chief Electric Utility Officer.

6.7. Prevailing Wage Requirements

6.7.1. Any additional services subject to prevailing wage requirements shall be performed in accordance with California Labor Code section 1720 et seq and Exhibit F - Labor Compliance Addendum.

- 6.7.2. Contractor, and any subcontractors, shall be registered with the State of California Department of Industrial Relations, as required, prior to the commencement of applicable work.

7. SUBCONTRACTORS

- 7.1. The City has authorized Contractor to subcontract with the following vendors.

- 7.1.1. Energeia USA for wholesale market analysis;
- 7.1.2. Fastgrid for assistance with the design of the microgrid; and
- 7.1.3. Schweitzer Engineering Laboratories for power quality and cyber security services.

7.2. Replacing Subcontractors

- 7.2.1. Either City or Contractor may request replace a subcontractor assigned to this project.
- 7.2.2. When a request to replace a subcontractor is made, Contractor shall propose a replacement subcontractor and provide to the City the proposed subcontractor's qualifications to review.
- 7.2.3. City shall review the proposed subcontractor's qualifications and provide approval.
- 7.2.4. Contractor shall not replace subcontractor(s) before receiving City approval.
- 7.2.5. The City will not unreasonably withhold approval.

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

**EXHIBIT B
SCHEDULE OF FEES AND PAYMENT PROVISIONS**

1. Maximum Compensation

- 1.1. The maximum amount of compensation to be paid to Contractor during the Initial Term shall not exceed Four Hundred Sixty-One Thousand Five Hundred Sixty-Four Dollars (\$461,564).
- 1.2. Any work requested by the City that exceeds the Maximum Compensation within shall require the execution of an amendment to this Agreement prior to the commencement of the work.

2. Payment Schedule

- 2.1. City shall pay Contractor for completed microgrid feasibility study and design tasks as set forth in the Scope of Services (Exhibit A) at the fixed rates listed in Table B1- Payment Schedule below.

Table B1 – Payment Schedule

Task (Milestone)	Deliverable	Cost
1	Project Kickoff Meeting	\$5,410
2	Two Site Visits	\$9,793
3	Microgrid Feasibility Study- First Draft	\$113,414
4	Microgrid Feasibility Study- Second Draft	\$24,303
5	Microgrid Feasibility Study- Final Draft	\$24,303
6	Renewable Energy Microgrid Designs- First Draft	\$29,520
7	Renewable Energy Microgrid Designs- Second Draft	\$29,519
8	Renewable Energy Microgrid Designs- Third Draft	\$12,651
9	Renewable Energy Microgrid Designs- Final Draft	\$12,651
GRAND TOTAL		\$261,564

3. Additional Services

- 3.1. The maximum compensation includes a contingency for additional services, as required by the City. In the event the City requires additional services, Contractor shall provide a written quotation, at no cost to the City, for the type of service(s) requested, and the estimated cost.
- 3.2. Contractor shall not perform any additional services without receiving written approval from the City.
- 3.3. City shall pay Consultant for completed additional services at the hourly rates listed in Table B2- Hourly Rates below.
- 3.4. The total compensation paid to Contractor for additional services shall not exceed \$200,000.

Table B2 – Hourly Rates

Position	Hourly Rate
Project Manager/Principal in Charge	\$260/Hour
Lead Electrical Engineer	\$255/Hour
Energy Storage Lead	\$250/Hour
Microgrid Solution Architect	\$218/Hour
Electrical Engineer	\$155/Hour
Project Controls	\$91/Hour

4. Invoicing

Contractor shall submit an invoice to the City upon successful completion of each milestone listed in Table B1 above. Each invoice shall include a description of the task(s) performed as well as the price for each task.

- 4.1.1. Contractor may submit monthly invoices for milestone tasks that are scheduled to take longer than one month.
- 4.1.2. Monthly invoices shall include a description of the task(s) performed, and percentage of the work completed.

4.2. Additional Services

- 4.2.1. Contractor shall submit invoices for completed additional services in accordance with Section 4.1 above.

- 4.3. If the City disputes an expense in an invoice, the City may deduct the disputed expense from the payment of that invoice, provided that the City submits to the Contractor a written explanation of why the expense is being disputed.
- 4.4. For tasks that are subject to California Labor Code section 1720 et seq, Contractor will be required to submit their certified payroll using LCP Tracker, the City's certified payroll tracking system in advance of City's approval of invoice for payment.
- 4.5. **Payment to Contractor**
 - 4.5.1. The City shall review the invoice submitted by Contractor and shall notify Contractor of any discrepancies or deficiencies in said invoice.
 - 4.5.2. If there are no discrepancies or deficiencies in the submitted invoice, and Contractor has submitted all required Certified Payroll (where applicable), City shall process the invoice for payment.

5. Reimbursable Expenses

- 5.1. City-requested Expenses. Outside services such as, but not limited to, outside reprographic services, materials, and equipment, will be invoiced at cost.
- 5.2. Travel and Per Diem:
 - 5.2.1. Unless approved in writing (e-mail acceptable) in advance, meals, lodging, and related Per Diem shall not exceed the rates outlined by United States General Services Administration (GSA):
<https://www.gsa.gov/travel-resources>
 - 5.2.2. Mileage. Personal automobile travel from portal to portal or between locations will be charged at IRS mileage rates per mile in place at the time of travel.
 - 5.2.3. Airfare or Rental Car, if required, shall be at economy class.
 - 5.2.4. Travel Expenses. All travel expenses such as, but not limited to, airfare, car rental, taxi, lodging, parking, tolls, meals and incidental expenses will be invoiced at cost, with receipts provided for any expenses.

**AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
AECOM TECHNICAL SERVICES, INC.
EXHIBIT C
INSURANCE REQUIREMENTS**

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

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:
 - \$1,000,000 Each Occurrence
 - \$2,000,000 General Aggregate
 - \$2,000,000 Products/Completed Operations Aggregate
 - \$1,000,000 Personal Injury
2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:
 - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
 - b. There shall be no cross-liability exclusion which precludes coverage for claims or suits by one insured against another; and

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

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned (if any), non-owned and hired autos.

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

C. WORKERS' COMPENSATION

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

D. PROFESSIONAL LIABILITY

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

E. COMPLIANCE WITH REQUIREMENTS

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

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85, or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.
2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnitied may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.
3. Cancellation.
 - a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.

- b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.
4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Exhibit C, above.

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.
2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

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

**EXHIBIT D
 NOTICE OF EXERCISE OF OPTION TO EXTEND AGREEMENT**

AGREEMENT TITLE:	
CONTRACTOR:	
DATE:	

(Date the notice is sent must be consistent with the time for exercise set forth in Agreement.)

Pursuant to Section ___ of the Agreement referenced above, the City of Santa Clara hereby exercises its option to extend the term under the following provisions:

OPTION NO.	# of #
-------------------	--------

NEW OPTION TERM

Begin date:	
End date:	

CHANGES IN RATE OF COMPENSATION

Percentage change in CPI upon which adjustment is based:	
--	--

Pursuant to Section ___ of the Agreement the rates of compensation are hereby adjusted as follows:
 (use attachment if necessary)

MAXIMUM COMPENSATION for New Option Term:	
--	--

For the option term exercised by this Notice, City shall pay Contractor an amount not to exceed the amount set forth above for Contractor's services and reimbursable expenses, if any. The undersigned signing on behalf of the City of Santa Clara hereby certifies that an unexpended appropriation is available for the term exercised by this Notice, and that funds are available as of the date of this signature.

Approved as to Form: _____ Dated: _____

BRIAN DOYLE
City Attorney

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

**AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
ENERGY PROJECT SOLUTIONS, LLC
EXHIBIT E
WORK AUTHORIZATION FORM**

This Work Authorization Form is issued by the City of Santa Clara acting by and through its **Electric Utility, Silicon Valley Power** (the "Department") to the contractor listed below. This Work Authorization Form shall constitute a binding legal contract between the Department and Contractor pursuant to the terms of the Agreement referenced in this Authorization. All services shall be using the terms and rates included in the Agreement. In the event of any inconsistency between this Work Order and the Terms and Conditions of the Agreement, the Terms and Conditions of the Agreement shall govern and control.

PART A: GENERAL INFORMATION

Work Order No.:		<input type="checkbox"/> Original <input type="checkbox"/> First Revised <input type="checkbox"/> Second Revised <input type="checkbox"/> Other _____
Contract No.		
Contractor Name/Address:		
Agreement Name:		
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 Work Order Compensation:		
Previously Committed Contingency Funds		
Available Contingency Funds		
Sufficient funds are available in Fund #: (to be completed by City)		
Contractor Name [Print]:		
Contractor Signature	Date	
City Project Manager (Print):		
City Project Manager Signature	Date	
Authorized City Representative Name [Print]*:		
Authorized City Representative Signature	Date	
* Authorized City Representatives include Electric Utility Assistant Director, Chief Electric Utility Operating Officer, Chief Electric Utility Officer		

PART B: SERVICES TO BE PERFORMED

1. REVISED WORK ORDER

- No
- If yes, provide a brief description of the change(s).

2. SCOPE OF WORK 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 work below or attach as a separate file.)

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

**AGREEMENT FOR SERVICES
 BETWEEN THE
 CITY OF SANTA CLARA, CALIFORNIA,
 AND
 AECOM TECHNICAL SERVICES, INC.
 EXHIBIT F
 LABOR COMPLIANCE ADDENDUM**

Agreement Name:	
CONTRACTOR (Supplier) Name and Address	

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, 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 records 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.

City

Contractor (Supplier)

By _____
Name:
Title:
Date:

By _____
Name:
Title:
Date: