

**AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
SOUDI CONSULTANTS, INC.**

PREAMBLE

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

RECITALS

- A. City desires to secure the 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

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 February 1, 2022 and expire on January 31, 2027 ("Initial Term").
- 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 January 31, 2032 ("Option Periods"). In order to extend the term of the Agreement for the Option Periods, the Parties execute an amendment (or amendments) to the agreement.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

Contractor shall perform those Services specified in Exhibit A within the time specified in each Work Authorization. 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 one million dollars (\$1,000,000.00), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the Maximum Compensation shall be at Contractor's expense. City does not guarantee any

minimum compensation under this Agreement. 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 the project for which work was authorized, including, but not limited to, the release of this material to third parties.

13. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

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

17. NOTICES

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

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

And to Contractor addressed as follows:

Soudi Consultants, Inc.
4230 Lilac Ridge Road
San Ramon, California 94583 or
by facsimile at (925) 968-1144

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:



Office of the City Attorney
City of Santa Clara

Dated:

5/5/2022



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

"CITY"

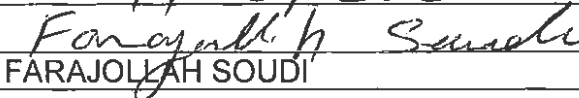
SOUDI CONSULTANTS, INC.

A California Corporation

Dated:

04/26/2022

By (Signature):



Name:

FARAJOLLAH SOUDI

Title:

President

Principal Place of
Business Address:

4230 Lilac Ridge Road
San Ramon, CA 94582

Telephone:

(925) 968-1144

"CONTRACTOR"

**AGREEMENT FOR SERVICES
BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA
AND SOUDI CONSULTANTS, INC.
EXHIBIT A – SCOPE OF SERVICES**

Contractor shall provide electric utility engineering services as further detailed in this Scope of Services. All services shall be provided pursuant to the Work Authorization process in Section 3 of this Exhibit A.

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 server upgrade support services;
 - 1.13.4** Support services for server maintenance and cyber security compliance for onsite and/or cloud solutions;
 - 1.13.5** Support services for maintenance and upgrade of synchrophasor systems;
 - 1.13.6** Support services for automation and control devices; and
 - 1.13.7** Scoping and planning services to upgrade existing multiplexer system. This includes but is not limited to: development and review of communication drawings, specifications, and recommendations to improve the system.
- 1.14** Owners Engineering and Project Management Services
 - 1.14.1** Performing system analysis studies as directed by SVP including, but limited to: Short Circuit Studies; Area Coordination Studies; Planning Studies; Facilities Rating Studies; Arch Flash Studies; System Impact Studies for interconnection; Project development and system expansion studies; and Standards development studies.
 - 1.14.2** Providing project management including but not limited to: scope development, invoicing, tracking deliverables, responding to RFI's, and financial reporting;
 - 1.14.3** Substation and generation plant design services, including developing detailed engineering drawings;
 - 1.14.4** Providing cost estimates for equipment;
 - 1.14.5** Developing standards, procedures, operations guides, and training; and
 - 1.14.6** Providing support services for construction and testing crews.

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

2 NERC STANDARDS

2.1 Background:

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

2.1.2 SVP operates equipment at 230kV and 115kV.

2.2 Contractor will assist SVP 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 4.2.9 or in the event described in Section 3.2.8. Contractor's quote shall include the following details:

3.2.2.1 The specific service(s) to be performed;

3.2.2.2 Location where services will be performed;

3.2.2.3 The project schedule;

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.

3.2.2.4 Estimated cost for the requested services, including the following. Items not specified are assumed to be included in the hourly rate.

3.2.2.4.1 Labor costs

3.2.2.4.2 Tools and materials;

3.2.2.4.3 Equipment;

3.2.2.4.4 Any additional costs such as travel, taxes, fees and any other reimbursable expenses; and

3.2.2.4.5 Total not to exceed cost of requested task.

3.2.3 Items not included in the quote are assumed to be included in the hourly rate.

3.2.4 Materials and equipment with a value that exceeds the City's competitive threshold may require a separate quoting process.

3.2.5 Where the terms of any quote or task order are in conflict with this Agreement, the terms of this Agreement shall prevail.

- 3.2.6** 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. Contractor shall not commence work unless Contractor has received a Purchase Order.
- 3.2.8** Emergency Services
- 3.2.8.1** An emergency service shall be 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 work authorization.
- 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. Written authorization may only be provided by a Division Manager, Senior Division Manager, Assistant Director of the Electric Utility, Electric Utility Chief Operating Officer, or Chief Electric Utility Officer

- 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 prepayment prior to the Contractor beginning work.

4 SCHEDULE OF PERFORMANCE

- 4.1** Contractor shall perform the services listed above, as needed. Services may be requested outside of normal business hours including on nights, weekends, and holidays.
- 4.2** 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 work authorizations.

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.

**AGREEMENT FOR SERVICES
BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA
AND SOUDI CONSULTANTS, INC.
EXHIBIT B – SCHEDULE OF FEES AND PAYMENT PROVISIONS**

FS. 7/20/2022

1 MAXIMUM COMPENSATION

The maximum amount of compensation to be paid to Contractor during the Initial Term of this Agreement shall not be the amount specified in Section 6 (COMPENSATION AND PAYMENT) of the Agreement.

2 RATES

- 2.1** Contractor shall invoice City in accordance with the rates specified in Table 1 - Hourly Rates below:

Table 1 – Hourly Rates	
Position	Hourly Rate
Director Consulting Engineer	\$225.00
Principal Consulting Engineer	\$200.00
Senior Consulting Engineer	\$175.00
Consulting Engineer	\$120.00

- 2.2** All services shall be quoted and authorized using the Work Authorization process outlined in Exhibit A, Section 5 – 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.

- 3.3** The following expenses shall be reimbursable by City.

- 3.3.1** Travel-related expenses (mileage, lodging, meals, etc.);

- 3.3.1** Unless approved in writing (e-mail acceptable) in

advance, meals, lodging, and related Per Diem shall not exceed the rates outlined by United States General Services Administration (GSA).

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

- 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 rental of any specialized equipment to the extent City has preapproved, in writing, the cost of such rental.
 - 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.
- 3.4** Except as specified in this Agreement, City will reimburse these expenses at actual cost only.
- 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 work authorization 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.

**AGREEMENT FOR SERVICES
BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA
AND SOUDI CONSULTANTS, 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, 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.

**AMENDMENT NO. 1
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
SOUDI CONSULTANTS, INC.**

PREAMBLE

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

RECITALS

- A. The Parties previously entered into an agreement entitled "Agreement for Services Between the City of Santa Clara, California and Soudi Consultants, Inc., dated May 5, 2022, (Agreement) for the purpose of having Contractor provide electric utility engineering services; and
- B. The Parties now wish to amend the Agreement to increase the maximum compensation and update Exhibit A (Scope of Services) and Exhibit B (Compensation and Fee Schedule).

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 – Sample Work Authorization Form

This Agreement, including the Exhibits set forth above, contains all the agreements, representations, and understandings of the Parties, and supersedes

and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.”

2. Section 6 of the Agreement, entitled “COMPENSATION AND PAYMENT”, is amended in its entirety to read as follows:

“In consideration for Contractor’s complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled “Schedule of Fees and Payment Provisions.” The Maximum Compensation of this Agreement is two million dollars (\$2,000,000.00), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. 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 circumstances.

3. Exhibit A – Scope of Services is hereby deleted in its entirety and replaced with the attached Exhibit A – Scope of Services – Amended November 15, 2024, which is hereby incorporated into the Agreement.
4. Exhibit B – Schedule of Fees is deleted in its entirety and replaced with the attached Exhibit B – Schedule of Fees and Payment Provisions – Amended November 15, 2024, which is hereby incorporated into the Agreement.
5. Exhibit D – Sample Work Authorization is hereby attached hereto and incorporated herein by reference.
6. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect. In case of a conflict in the terms of the Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control. The effective date of this Amendment No.1 shall be the date the City Manager executes this amendment.

[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: 1/9/25



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

"CITY"

SOUDI CONSULTANTS, INC.
a California Corporation

Dated: 12/31/2024
By (Signature): Farajollah Soudi
Name: Farajollah Soudi
Title: President
Principal Place of Business Address: 4230 Lilac Ridge Road
San Ramon, CA 94582
Telephone: (925) 968-1144

"CONTRACTOR"

**EXHIBIT A - SCOPE OF SERVICES
AMENDED NOVEMBER 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 study,
 - 1.2.6** Short circuit study for proposed system changes or additions to SVP's system or interconnection points including customers and Pacific Gas and Electric Company (PG&E);
- 1.3** Perform event and/or root cause analysis;
- 1.4** Perform protection coordination studies which may include SVP's electrical system as well as interconnection points with customers and PG&E;
- 1.5** Develop and review protective device, metering, and automation device settings and logic;
- 1.6** Perform Arc Flash studies using SVP recommended software;
- 1.7** Prepare and documenting North American Electric Reliability Corporation (NERC) compliance reports;
- 1.8** Review and/or prepare electrical drawings and recommend options to improve safety and reliability of SVP generation, transmission, and distribution system;
- 1.9** Update Protection, Control, and Automation (PCA) documents;
- 1.10** Provide 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:

- 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 services; 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 WORK AUTHORIZATION PROCESS

3.1 Contractor acknowledges that Contractor is one of multiple firms eligible to perform the Services pursuant to separate service agreements Electric Utility Engineering Services ("Project Agreement"). The City will award and authorize specific Services in accordance with this Section. The City does not guarantee that any specific work will be authorized under this Agreement.

3.2 Call for Proposal (CFP)

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

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

3.3 Proposal

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

- 3.3.1.1** The proposed scope of work and deliverables with a work plan and detailed description by task of the services to be performed.
- 3.3.1.2** A project timeline/schedule with discussion of any activities that may impact the project timeline/schedule.
- 3.3.1.3** The names, titles, and assignments of each of Contractor's professional employees who will be principally responsible for performing the Services.
- 3.3.1.4** Where applicable, the names of any subconsultants or subcontractors that Contractor proposes to use and the portion of services that the subconsultant or subcontractor will perform. Where required, Contractor will provide subcontractor Department of Industrial Relations (DIR) number.
- 3.3.1.5** Any required drawings or documents.
- 3.3.1.6** A list of City responsibilities
- 3.3.1.7** Where applicable, a final acceptance criteria
- 3.3.1.8** A cost itemization of the following:
 - 3.3.1.8.1** Hours and hourly rates by position as listed in Exhibit B for Contractor
 - 3.3.1.8.2** Subconsultant or Subcontractor scope or quote including hours and hourly rates.
 - 3.3.1.8.3** Parts and materials
 - 3.3.1.8.4** Rental and/or specialty equipment
 - 3.3.1.8.5** Reimbursable expenses, in accordance with the limitations set forth in Exhibit B
 - 3.3.1.8.6** Any additional costs such as, but not limited to freight, permits, and fees
 - 3.3.1.8.7** A breakdown of materials and labor sufficient to calculate all required taxes
 - 3.3.1.8.8** Estimated total cost including any required taxes

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

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

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

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

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

3.3.5 Provided that the original cost Proposal includes all items listed in Section 3.3.1.8, the City and the selected contractor may negotiate whether the cost will be fixed price (lump sum) or based on specific rates of compensation (time-and-materials) for completion of the Services.

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

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

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

3.3.6.3 Payment milestones shall be connected to deliverables.

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

3.4 Authorization of Work

- 3.4.1** Once City and the selected contractor agree on the final pricing, scope, and specific requirements of the proposed services, and, if the completion of the services in the Proposal will not result in total costs under this Agreement exceeding the maximum compensation in Section 6 of the Agreement (when combined with all previously authorized Services), the City may authorize Services as set forth in this Section.
- 3.4.2** For Proposals with a total cost exceeding \$50,000, City will provide approval by executing a Work Authorizations in substantially the same format as Exhibit E ("Work Authorization") and issuing a Purchase Order. Each Work Authorization shall describe the services and deliverables the Contractor must provide, the time limit within which the Contractor must complete the service and deliverables, and the maximum compensation for the Work Authorization.
- 3.4.3** Each Work Authorization shall have a Purchase Order attached to it. A Purchase Order ("Purchase Order") is a document issued by the City of Santa Clara Finance Department which will reference the terms and conditions of this Agreement and serves as final approval for each Work Authorization.
- 3.4.4** For Proposals with a total cost less than \$50,000, a signed Work Authorization is not required. The City will issue a Purchase Order authorizing Services and the Purchase Order will serve as the Work Authorization.

3.5 Changes to Work Authorization

- 3.5.1** Contractor shall promptly notify the City when a situation occurs that may result in a change to the total project cost or specific line items in a Work Authorization or Purchase Order. Contractor shall provide the reason for the change specific to each Work Authorization or Purchase Order. Contractor shall submit to the City an updated Proposal for review and approval from the City in advance of performing any additional services.
- 3.5.2** If the change to the Work Authorization is approved, the City will issue a new or amended Work Authorization (if required pursuant to Section 3.4.2) and/or Purchase Order (as applicable) to authorize such additional services.
- 3.5.3** If Contractor requires changes to a fixed price Work Authorization, Contractor shall only be permitted to request changes with justification such as additional scope requested by City or unanticipated field conditions. For such changes, Contractor shall

submit justification demonstrating that changes in cost are associated with changes in scope.

- 3.5.3.1** If the City requires additional work after the applicable Work Authorization has been issued, the Contractor shall, at City's request, provide an updated Proposal including the revised work schedule and associated costs with the same details as Section 3.3. If approved, the City will issue a new or amended Work Authorization (if required pursuant to Section 3.4.2) or Purchase Order (as applicable) to authorize such additional services.
 - 3.5.3.2** Contractor shall only be entitled to submit a change request for unanticipated site conditions to the extent that such conditions could not have been discovered by a competent visual inspection of the site and are of unusual nature and differ materially from those ordinarily encountered and generally recognized as inherent to work of the character provided for in the Work Authorization.
 - 3.5.3.3** Contractor shall not be entitled to additional compensation for issues such as errors in calculation of original pricing, changes in staff, or other changes that are not directly related to changes requested by City.
- 3.6** Only the Assistant Director of the Electric Utility, Electric Utility Chief Operating Officer, or Chief Electric Utility Officer may, on behalf of the City, execute a Work Authorization.
- 3.7** A Work Authorization must be consistent with – and cannot alter - the terms and conditions of this Agreement. The terms and conditions of this Agreement shall prevail over any and all terms and conditions contained in a Proposal or Work Authorization – even if the Proposal or Work Authorization expressly states that it is intended to control. Any conflicting terms and conditions in a Proposal or Work Authorization are invalid and unenforceable. The order of precedence is the following as follows: (1) Agreement including Exhibits, (2) Work Authorization, (3) Purchase Order, and (4) Proposal.
- 3.8** Each Work Authorization and Purchase Order including revised Work Authorizations and changed Purchase Orders shall be incorporated into the Agreement by reference and subject to its terms and conditions and the Services contained therein shall be included within the Services.

- 3.9 If Contractor begins the Services or fails to dispute a Purchase Order within three (3) business days, Contractor is assumed to have accepted the terms of the Purchase Order.
- 3.10 The City (through the individuals listed in Section 3.4.5 or, in the case of Purchase Orders, the Finance Department) may terminate a Work Authorization or Purchase Order for convenience with ten (10) days prior written notice to Contractor. In such event, the Contractor shall have no further rights hereunder, except that Contractor shall be paid for all Services adequately rendered prior to such termination.
- 3.11 Proposals, pricing, quotes, and invoices are not confidential and will not be treated as confidential even if marked confidential when submitted.
- 3.12 **Contractor shall not initiate Services and the City will not compensate the Contractor until the City has (1) executed the Work Authorization for such services where applicable, (2) issued a Purchase Order, and (3) directed the Contractor to perform services.**

4 SCHEDULING AND PLANNING

- 4.1 Contractor will perform services as authorized pursuant to Section 3 of this Exhibit A.
- 4.2 The City may require services to be performed outside of normal business hours including nights, weekends, or holidays.
- 4.3 Contractor may be required to perform services onsite or remotely.

5 REPORTS

- 5.1 Contractor shall provide regular cost, schedule, and status updates on Services performed throughout the Term.
- 5.2 Depending on the nature and scope of the Services, Contractor may be required to provide status updates daily, weekly, or monthly at the direction of City.
- 5.3 Additional reporting may be indicated in the scope for specific Work Authorizations.
- 5.4 Contractor shall provide all reports in electronic format and hard copy if requested by the City.

6 SAFETY

- 6.1 Safety must always be the top priority. Contractor shall take all necessary

precautions for the safety of all persons at the work site. Contractor must erect and properly maintain at all times, as required by the conditions and progress of the Services, all necessary safeguards for the protection of all persons and the public including posting danger signs and warnings against known or unusual hazards.

- 6.2** Contractor shall perform Services according to accepted industry standards and work/safety practices, including but not limited to the National Fire Protection Association (NFPA) Codes NFPA 70, 70B, and 70E, National Electrical Manufacturer's Association (NEMA), NETA, and IEEE standards.
- 6.3** Contractor shall maintain an effective Injury and Illness Prevention Program (IIPP) in writing pursuant to Section 3203, Title 8 of the California Code of Regulations (CCR). The written plan shall include specific instructions with regard to hazards unique to the employee's job assignment. Contractor will submit a copy of Contractor's IIPP at the City's request and Contractor shall make Contractor's IIPP available on-site.
- 6.4** Contractor shall schedule safety inspections as necessary and as may be requested by the City to identify and correct unsafe conditions and practices. The City reserves the right to accompany Contractor during these inspections.
- 6.5** Contractor must comply with all site-specific safety requirements and procedures including but not limited to Lockout/Tagout (LOTO), Energy Isolation, Confined Space, Fall Protection, Chemical Safety, Hazardous Waste, and Personnel Protective Equipment (PPE). Contractor must comply with SVP's clearance program for equipment safety requirements. City will provide the clearance program to the Contractor.
- 6.6** Contractor's employees (including any subcontractors) must use appropriate Personal Protective Equipment (PPE) and Fire Resistant (FR) clothing, as required. Any required PPE and FR clothing shall be provided at the expense of Contractor.
- 6.7** When requested by the City, Contractor shall provide an on-site Safety Manager/Supervisor to ensure compliance with all applicable safety rules and regulations. The onsite Safety Manager will perform daily audits and submit daily reports to the City that identify discrepancies or non-compliance, and provide direction in regards to safety rules and regulations to Contractor Project Manager/On-Site Supervisor (as defined in Section 18) and Contractor employees.

7 CONTRACTOR PERSONNEL

7.1 Staffing

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

7.2 Employee Training

- 7.2.1** At Contractor's sole cost and expense, Contractor shall provide recurring, periodic (no less than annual) training to its employees (including subcontractors) appropriate to the duties and responsibilities of each employee.
- 7.2.2** It is essential that all employees be thoroughly trained and familiar with the equipment and procedures to be followed.
- 7.2.3** Contractor's training program shall follow Contractor's standard policies and procedures and shall be in compliance with all applicable federal, state, and local laws, including but not limited to safety and injury prevention training requirements contained in the OSHA standards.
- 7.2.4** Contractor shall be familiar with SVP's operating standards. All employees are required to watch SVP's safety video once per calendar year or prior to the commencement of the Services.
- 7.2.5** At the City's request, Contractor shall submit copies of training records for its employees.

7.3 Standards of Conduct

- 7.3.1** Contractor is solely responsible for its employees while on or about the work site. This includes but is not limited to, maintaining discipline, ensuring standards of conduct are adhered to, and enforcing safety policies, procedures, and

orders. Contractor shall ensure that while on or about the work site, its employees do not:

- 7.3.2** Display a discourteous, abrupt, abrasive, or belligerent attitude.
- 7.3.3** Use any prescribed or over-the-counter medications which can potentially impair the employee's ability to perform the Services safely.
- 7.3.4** Present or identify themselves as employees of the City of Santa Clara.
- 7.3.5** Possess or use any firearms, narcotics, drugs, intoxicants, or other restricted materials while on City premises or performing Services.
- 7.3.6** If a Contractor employee fails to meet these standards of conduct, Contractor shall immediately remove the employee and provide a replacement. Contractor shall determine appropriate disciplinary actions in accordance with its own policy, a copy of which may be requested by the City at any time.
- 7.3.7** In the event that a complaint is made against a Contractor employee, Contractor shall notify the City immediately and provide a written explanation detailing how the situation was resolved.

8 E-BUILDER

- 8.1** Use of e-Builder. When required by City, Contractor shall use e-Builder for submission of data and documents to City throughout the Term. e-Builder is a web-based construction management application hosted by e-Builder, Inc. For certain projects to be defined by the City, e-Builder shall be the primary means of project information submission and management or as otherwise agreed upon with the City.
- 8.2** Access to e-Builder. The City will establish the Contractor's access to e-Builder by providing licenses to Contractor's personnel at City's cost. The Contractor's designated users will be required to set up their computers/systems to use e-Builder in accordance with the e-Builder User Training Guide. The City reserves the right to limit the licenses issued to Contractor at any time.
- 8.3** E-builder Training. Contractor is required to obtain all necessary training to use the e-builder software. Contractor must participate in at least one classroom training or a web-based seminar as determined by City.

- 8.4** Connectivity to e-Builder. e-Builder is a web-based environment and therefore it is subject to the inherent speed and connectivity limitations of the Internet. Contractor is responsible for its own connectivity to the Internet. e-Builder's response time is dependent on the Contractor's equipment, including processor speed, Internet access speed, etc., and current traffic on the Internet. The City will not be liable for any delays associated with Contractor's use 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 Contractor's use of e-Builder be grounds for a time extension or cost adjustment to a Work Authorization.
- 8.5** Acceptance of Information. Data entered in a collaborative mode (entered with the intent to share as determined by permissions and workflows within the e-Builder system) by the City and the Contractor will be jointly owned. Contractor is responsible for managing, tracking, and documenting the Services as provided in each Work Authorization and to comply with the requirements of this Agreement. The City's acceptance of documentation in e-builder via automated system notifications or audit logs extends only to the face value of the submitted documentation and does not constitute validation of the Contractor's submitted information.
- 8.6** Format of Project Documents. In addition to submittal of documents through e-Builder, at the City's sole discretion, the City may require Contractor to submit documents in hard copy format, or both electronic and hard copy format.
- 8.7** Project Communication. While regular email may still be used for communication, when requested by City, e-Builder shall be used as much as possible in connection with all document and information management required in the performance of Work Authorizations where City has directed the use of e-Builder. Contractor shall be responsible for scanning or otherwise converting to electronic format all submittals, correspondence, drawings, sketches, payment requests, change orders, reports, and other documents associated with a Work Authorization, and uploading them to the e-Builder website. Contractor shall be responsible for the validity of its information placed in e-Builder. Contractor shall use the existing forms and processes in e-Builder to the maximum extent possible. If a required form does not exist in e-Builder, Contractor may include a form of its own or one provided by the City (if available) as an attachment to a submittal or process.
- 8.8** Archive Copies. When requested by City, Contractor shall keep an archive copy of all digital data created by Contractor, or submitted to Contractor via e-mail, or resident on e-Builder for the duration of the Agreement. Such data shall be available to City, and authorities with the jurisdiction (including

funding agencies or representatives) on demand.

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

**EXHIBIT B – SCHEDULE OF FEES AND PAYMENT PROVISIONS
AMENDED NOVEMBER 15, 2024**

SECTION 1. MAXIMUM COMPENSATION

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

SECTION 2. RATES

- 2.1 Rates. Except where fixed priced services are authorized according to Section 3 of Exhibit A, Contractor shall submit Proposals and invoice all Services at the rates listed in Appendix B-1 – HOURLY RATES attached and incorporated by reference.
- 2.2 Rates listed in Appendix B1 are fully burdened.
- 2.3 Rate Changes
 - 2.3.1 Rate Increase. After the first two (2) years of the Agreement, rate increases may be negotiated no more than once annually. Contractor shall notify the City ninety (90) days in advance of any proposed rate increase. 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 2 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.	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. Mileage is not applicable to rental cars. Rental cars are reimbursed at actual fuel cost only.	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.	No Markup

SECTION 3. PAYMENT PROVISIONS

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

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

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

3.1.3 Each invoice shall provide sufficient detail for City to verify that the charges are in accordance with the Work Authorization and that rates listed in Appendix B1 are charged .

3.2 Fixed Price. For Services authorized to be paid on a fixed price basis, Contractor shall provide an invoice to the City in accordance with the Work Authorization and based on either (a) the percentage of Services completed during the

previous month or (b) a lump sum amount upon the completion of deliverable(s), as specified in the Work Authorization and subject to the following.

3.2.1 Invoices must include the following information:

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

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

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

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

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

3.5 Accurate Invoice. If the invoice submitted by Contractor is not accurate, the invoice 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 – Hourly Rates

- 1.1. Consultant shall charge, and the City shall pay for actual Services rendered and authorized according to the process outlined in Section 3 of Exhibit A. Except where fixed prices are authorized pursuant to Section 3 of Exhibit A, the rates applicable for the Services are listed below in Table B1 (Hourly Rates).
- 1.2. In cases where services are required but not listed below, Contractor shall submit rates for approval by the City in advance, in writing before performing the services. For avoidance of doubt, any changes to the rates in the hourly rates 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.

POSITION	HOURLY RATES
Director Consulting Engineer	\$225.00
Principal Consulting Engineer	\$200.00
Senior Consulting Engineer	\$175.00
Consulting Engineer	\$120.00

EXHIBIT D

SAMPLE WORK AUTHORIZATION FORM

This work authorization ("Work Authorization") is made pursuant to the Agreement for Service between the City of Santa Clara and Soudi Consultants, Inc. ("Agreement"). This Work Authorization is governed by the provisions of the Agreement and is hereby incorporated into that Agreement by reference. All Services shall be using the terms and rates included in the Agreement. In the event of any inconsistency between the terms and conditions of the Work Authorization and the Agreement, the terms and conditions of the Agreement shall govern and control. **This Work Authorization is not valid until accompanied by a Purchase Order authorized by the City.**

PART A: GENERAL INFORMATION

WORK AUTHORIZATION NUMBER:		☐ Original
		☐ First Revised
Contract No.		☐ Second Revised
		☐ Other _____
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 4 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.