1500 Warburton Avenue
Santa Clara, CA 95050
santaclaraca.gov
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City of Santa Clara

Agenda Report

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

REPORT TO COUNCIL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ENVIRONMENTAL REVIEW

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

FISCAL IMPACT

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

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

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

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

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

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

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

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

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

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

ATTACHMENT
1. Agreement for Design Professional Services

EBIX Insurance No. S20004515

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

PREAMBLE

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

RECITALS

A. City desires to secure the design professional services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services";

B. "Design professional" includes licensed architects, licensed landscape architects, registered professional engineers and licensed professional land surveyors;

C. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,

D. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

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

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance Addendum (if applicable)

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

2. TERM OF AGREEMENT

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on December 1, 2020 and terminate on November 30, 2025.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

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

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

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

4. WARRANTY

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

5. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE

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

6. COMPENSATION AND PAYMENT

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is three million dollars ($3,000,000), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.

7. TERMINATION

A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Contractor.

B. Termination for Default. If Contractor fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Contractor.

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

8. ASSIGNMENT AND SUBCONTRACTING

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

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

9. NO THIRD PARTY BENEFICIARY

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

10. INDEPENDENT CONTRACTOR

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

11. CONFIDENTIALITY OF MATERIAL

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

12. OWNERSHIP OF MATERIAL

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

13. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

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

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

14. HOLD HARMLESS/INDEMNIFICATION

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

15. INSURANCE REQUIREMENTS

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

16. WAIVER

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

17. NOTICES

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

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

And to Contractor addressed as follows:

Damon Lee, Principal, Pacific Region Lead
Stantec Consulting Services, Inc.
555 Capitol Mall, Suite 650
Sacramento, CA 95814-4583
e-mail at damon.lee@stantec.com

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

18. COMPLIANCE WITH LAWS

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

19. CONFLICTS OF INTEREST

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

20. FAIR EMPLOYMENT

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

21. NO USE OF CITY NAME OR EMBLEM

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

22. GOVERNING LAW AND VENUE

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

23. SEVERABILITY CLAUSE

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

24. AMENDMENTS

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

25. COUNTERPARTS

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

CONTINUED ON PAGE 8

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

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Caio Arellano Digitally signed by Caio Arellano Date: 2021.02.05 10:51:32 -08'00'

BRIAN DOYLE
City Attorney

Dated: 2/9/2021

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

"CITY"

STANTEC CONSULTING SERVICES, INC.
A New York corporation

Dated:	12/18/20
By (Signature):	
Name:	David Haywood
Title:	Sr. Vice President, BCOL
Principal Place of Business Address:	901 Ponce de Leon Boulevard Suite 900 Coral Gables, FL 33134
Email Address:	David.haywood@stantec.com
Telephone:	(786) 313-5519
Fax:	( )

"CONTRACTOR"

EXHIBIT A
SCOPE OF SERVICES

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

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

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

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

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

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

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

EXHIBIT B
SCHEDULE OF FEES

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

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

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

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

RATES

January 1, 2020 through December 31, 2023

PROJECT MANAGEMENT	**2020**	**2021**	**2022**	**2023**
Project Manager - Principal	$216	$220	$225	$229
Project Manager - Assistant	$180	$184	$187	$191
Project Controls - Manager	$211	$215	$220	$224
Sr. Project Control Analyst	$180	$184	$187	$191
Project Controls				
Project Controls/Scheduler	$139	$142	$145	$148
Principal Cost Estimator	$206	$210	$214	$219
Cost Estimator	$139	$142	$145	$148
Sr. Administrative / Sr. Project Coordination Support	$133	$136	$138	$141
Administrative / Project Coordination Support	$121	$123	$126	$128
ENGINEERING				
Engineer - Manager	$216	$220	$225	$229
Sr. Engineer	$180	$184	$187	$191
Engineer	$144	$147	$150	$153
Engineer-in-Training	$132	$135	$137	$140
Sr. Designer	$155	$158	$161	$164
Designer	$141	$144	$147	$150
Sr. Drafter	$135	$138	$140	$143
Drafter	$121	$123	$126	$128
ENVIRONMENTAL SERVICES/PERMITTING/LAND AQUISITION				
Senior Permitting Lead	$166	$169	$173	$176
Permitting Support	$136	$139	$141	$144
Sr. Environmental Planner/Biologist	$182	$186	$189	$193
Environmental Planner/Biologist	$136	$139	$141	$144

EXHIBIT C
INSURANCE REQUIREMENTS

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

A. COMMERCIAL GENERAL LIABILITY INSURANCE

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

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

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

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

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

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

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

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

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

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

C. WORKERS' COMPENSATION

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

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

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

D. PROFESSIONAL LIABILITY

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

E. COMPLIANCE WITH REQUIREMENTS

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

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

2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.

3. Cancellation.

   a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.

   b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Exhibit C, above.

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to

limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

G. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

H. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Contractor shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.
City of Santa Clara Electric Department
P.O. Box 100085 – S2 or 1 Ebix Way
Duluth, GA 30096 John's Creek, GA 30097

Telephone number: 951-766-2280
Fax number: 770-325-0409
Email address: ctsantaclara@ebix.com

I. QUALIFYING INSURERS

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

EXHIBIT D
LABOR COMPLIANCE ADDENDUM

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

J. **Prevailing Wage Requirements**

1. Contractor shall be obligated to pay not less than the General Prevailing Wage Rate, which can be found at www.dir.ca.gov and are on file with the City Clerk's office, which shall be available to any interested party upon request. Contractor is also required to have a copy of the applicable wage determination posted and/or available at each job site.

2. Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime must be paid for work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813.

3. Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Depending on the location of the project and the amount of travel incurred by workers on the project, certain travel and subsistence payments may also be required. Contractors and subcontractors are on notice that information about such special rates, holidays, premium pay, shift work and travel and subsistence requirements can be found at www.dir.ca.gov .

4. Only bona fide apprentices actively enrolled in a California Division of Apprenticeship Standards approved program may be employed on the project as an apprentice and receive the applicable apprenticeship prevailing wage rates. Apprentices who are not properly supervised and employed in the appropriate ratio shall be paid the full journeyman wages for the classification of work performed.

5. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, Contractor agrees to present to City, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. The term "certified payroll" shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 *et seq*, as well as any additional documentation requested by the City or its designee including, but not limited to: certified

payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.

6. In addition to submitting the certified payrolls and related documentation to City, Contractor and all subcontractors shall be required to submit certified payroll and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and/or final payment.

7. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

8. No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors MUST be a registered "public works contractor" with the DIR AT THE TIME OF BID. Where the prime contract is less than $15,000 for maintenance work or less than $25,000 for construction alternation, demolition or repair work, registration is not required.

9. All contractors/subcontractors and related construction services subject to prevailing wage, including but not limited to: trucking, surveying and inspection work must be registered with the Department of Industrial Relations as a "public works contractor". Those you fail to register and maintain their status as a public works contractor shall not be permitted to perform work on the project.

10. Should any contractor or subcontractors not be a registered public works contractor and perform work on the project, Contractor agrees to fully indemnify the City for any fines assessed by the California Department of Industrial Relations against the City for such violation, including all staff costs and attorney's fee relating to such fine.

11. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

K. Audit Rights

All records or documents required to be kept pursuant to this Agreement to verify compliance with this Addendum shall be made available for audit at no cost to City, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or documents shall be provided to City for audit at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be made available at Contractor's address indicated for receipt of notices in this Agreement.

L. Enforcement

1. City shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., City may continue to hold sufficient funds to cover estimated wages and penalties under the Agreement.

2. Based on State funding sources, this project may be subject to special labor compliance requirements of Proposition 84.

3. The City is not obligated to make any payment due to Contractor until Contractor has performed all of its obligations under these provisions. This provision means that City can withhold all or part of a payment to Contractor until all required documentation is submitted. Any payment by the City despite Contractor's failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Agreement or a waiver of the right to withhold payment for any subsequent breach of this Addendum.

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

City of Santa Clara

1500 Warburton Avenue
Santa Clara, CA 95050
santaclaraca.gov
@SantaClaraCity

Agenda Report

23-737 **Agenda Date: 7/18/2023**

REPORT TO COUNCIL

SUBJECT
Action to Delegate Authority to the City Manager to Negotiate and Execute Amendments to Agreements for Design Professional Services for Silicon Valley Power's System Capacity Expansion Planning Including Development of a Twenty-Year Long-Term Strategy Plan for System Growth, Master Agreements for Plan Implementation Services, and Master Agreements for General Consulting Services

COUNCIL PILLAR
Deliver and Enhance High Quality Efficient Services and Infrastructure

BACKGROUND
Silicon Valley Power (SVP) has provided electric service for over 125 years and is experiencing significant continued growth. SVP has developed a capital improvement strategy to address near-term and long-term potential load growth. In 2021, SVP recorded a peak load of nearly 600 Megawatt (MW) and delivered approximately 4,100 Gigawatt-hours (GWh) to customers. In 2022, SVP's recorded peak load increased to 702 MW, and energy delivery rose to 4,550 GWh. This represents an approximate 10% increase in energy delivery and represents the largest year-over-year growth in the last 30 years.

On October 13, 2020, City Council approved (Council Item 20-854) the following Agreements for Design Professional Services:

- Agreement with Electrical Consultants, Inc (ECI) with a maximum compensation not to exceed $850,000 to complete a System Expansion Plan including a Three-Year Growth Plan Strategy;
- Master agreements for Plan Implementation Services with a maximum compensation not to exceed $3,000,000 per agreement with (1) 1898 & Co., (2) TRC Solutions, Inc., (3) ECI, (4) AECOM Technical Services, Inc., and (5) Stantec Consulting Services Inc.; and
- Master agreements for general consulting services with a maximum compensation not to exceed $2,000,000 per agreement with (1) Advisian Worley Group, (2) TRC Solutions, Inc., (3) Leidos Engineering, LLC, (4) Flynn Resource Consultants, Inc. and (5) EN Engineering LLC.

When a specific project is identified, SVP issues a call for proposals that invites these prequalified consultants to submit their proposals. The award for each project is determined based on factors such as expertise in the specific area of work needed, staff availability, project approach, proposed scope of services, project schedule/completion dates, and verification that cost is reasonable for the services.

When the agreements were approved on October 13, 2020, the total maximum compensation for the ten (10) master agreements was authorized with an aggregate maximum compensation of $25 million over a five-year period. On May 13, 2022, the City Council authorized the City Manager to execute Amendment No. 1 to the Agreement with AECOM Technical Services Inc., increasing the maximum compensation from $3 million to $11 million for additional program management services related to the System Expansion Plan. This authorization increased the total aggregate compensation for the ten (10) agreements to $33 million. On October 4, 2022, the City Council authorized the City Manager to negotiate and execute amendments to the ten (10) agreements, resulting in a new total aggregate compensation of $50 million.

On September 28, 2021 (Council Item 21-871), the Council accepted SVP's Three-Year Growth Plan Strategy which identified $300 million of proposed projects to install new facilities and to replace aged infrastructure with higher capacity infrastructure on an as-needed basis. On November 15, 2022 (Council Item 22-1172), the City Council accepted SVP's System Expansion Plan for the California Independent Operator's (CAISO) Transmission Planning Process (TPP) FY2023/24 (SVP System Expansion Plan TPP FY2023/24).

In the SVP System Expansion Plan TPP FY2023/24, SVP anticipates a peak system load of 819MW in 2025 and peak load of 1,306 MW in 2032. Compared to the 2022 peak load of 702 MW, this projection represents an increase of nearly 117 MW by 2025. SVP System Expansion Plan TPP FY2023/24 identifies both near-term and ten-year improvements required for SVP to maintain electric service reliability with consideration of the projected load growth. The SVP System Expansion Plan TPP FY2023/24 provides detailed information and a technical basis for the completed analysis, including a summary of proposed projects. These projects are in addition to those previously presented to Council. To maintain electric service reliability and meet project growth, SVP requires engineering support in three areas: (1) System Expansion Planning, (2) General Consulting, and (3) Plan Implementation.

DISCUSSION

Under its agreement with the City, ECI has provided consultant support for the CAISO's Annual TPP and completed a Three-Year Growth Plan Strategy. SVP requires additional related services from ECI, including, (1) a twenty-year long-term strategy plan for system growth; and (2) support for upcoming CAISO TPP studies. The twenty-year long-term strategy plan and study will address, among other things, reach codes (local energy code amendments intended to strengthen emissions reductions) and impacts of electrification and decarbonization to SVP's transmission and distribution electrical systems. To complete these additional services, SVP will require an increase in the maximum compensation of the ECI agreement for the system expansion plan from $850,000 to $1,500,000 and extension of the term through December 31, 2025.

The System Expansion Plan has led to a significant increase in the SVP's Capital Improvement Project (CIP) backlog. Managing and delivering these projects from detailed design through construction necessitates the augmentation of staff by hiring outside engineering firms who possess the necessary technical knowledge and expertise to support SVP. For example, the System Expansion Plan includes the following proposed projects as well as other projects not listed:

- NRS Transformer and Breaker Upgrades
- Kifer Receiving Station (KRS) & Scott Receiving Station (SRS) Rebuild and Replacement
- NRS-KRS 115kV Line Replacement

- South Loop Reconductor
- Northwest Loop Capacity Upgrade
- Walsh-Uranium 60kV Reconductor

The proposed projects include replacement of aging infrastructure and installation of new facilities to allow higher internal system capacity. These projects will include the addition of new internal 60kV transmission loops and implementation of reliability upgrades, including replacing or reconductoring transmission lines. For the new 60kV loops, it is important to note that the first step in the process is to determine technical feasibility (design). Additional CAISO transmission capacity would be required to fully take advantage of the increased internal capacity.

As identified in the Three-Year Growth Plan Strategy and SVP System Expansion Plan TPP FY2023/24, the combined cost of these CIP projects is estimated at nearly $500 million. Of this total amount, approximately 20% to 25% is attributed to engineering services such as design and construction management. In addition, to ensure that dedicated developer substations are built to SVP standards and connect properly to SVP's electric system, SVP provides engineering services to developers who design and build their own substation with costs recovered from those developers. Design, equipment, and construction project costs for substations built by developers are not included in the $500 million budget. Therefore, total estimated engineering costs may exceed the 20 - 25% to account for costs of engineering for projects that are not included in SVP's CIP budget. To assure sufficient support to complete the System Expansion Plan and meet schedule commitments to developers while assuring SVP standards are met, SVP requires an increase of $30 million in aggregate maximum compensation for agreements for general consulting and plan implementation services. This will amend previous authorizations and allow SVP to spread $80 million among the master agreements. SVP will initiate amendments after selection of consultants following the call for proposals process described in the background of this report. SVP staff manages the aggregate compensation to assure that no services are approved that will result in exceeding the aggregate maximum compensation.

ENVIRONMENTAL REVIEW

These proposed actions involve the approval of amendments to existing agreements for program and project management services. Any associated capital improvements have been or will be evaluated under the California Environmental Quality Act ("CEQA"). Therefore, the proposed actions and do not constitute a "project" within the meaning of CEQA pursuant to section 15061(b)(3) of Title 14 of the California Code of Regulations as it can be seen with certainty that there is no possibility that the proposed approvals will have a significant effect on the environment.

FISCAL IMPACT

Sufficient funds for these amendments are included in the capital budget for each project for Fiscal Year 2023/2024. Funding for specific projects is allocated in the Electric Utility Fund in the FY2023/24 Capital Improvement Budget, such as the NRS Transformer and Breaker Upgrades (CIP 2454), NRS-KRS 115kV Line (CIP 2455), KRS Rebuild and Replacement (CIP 2453), Laurelwood Substation (CIP 2443), Democracy Substation (CIP 2464), Transmission Loop 1 (CIP 2459), and Transmission Loop 2 (CIP 2463). Additional budget appropriations will be required for the Transmission Loop projects. Required actions will be brought forward to City Council for approval of the project and associated budget after design. It is anticipated that costs will be recovered through developer contributions. As the System Expansion Plan and design and construction of developer funded substations progress, the costs and timelines will be revised and updated, and budget adjustments will be requested at that time if required.

Funds required for these agreements in future years are subject to budget appropriations and will be incorporated into the budget development process for those years. In the event the authorized budget for a project will be exceeded, budgetary actions will be brought forward to Council as needed to cover such services in advance of authorizing those services.

COORDINATION

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

PUBLIC CONTACT

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

RECOMMENDATION

1. Authorize the City Manager to negotiate and execute an amendment to the Agreement for Design Professional Services with Electrical Consultants, Inc (ECI Agreement) for additional services associated with the System Expansion Plan increasing the maximum compensation to $1,500,000 and extending the term of the agreement until December 31, 2025, funded by the Electric Utility Capital Fund;
2. Authorize the City Manager to negotiate and execute amendments to the following Agreements for Design Professional Services (Master Agreements) for Silicon Valley Power's System Expansion Plan with an additional aggregate maximum compensation of $30 million for a new aggregate maximum compensation of $80 million funded by the Electric Utility Capital Fund and allocated as SVP may require, subject to the appropriation of funds: (A) general consulting services with; (i) Advisian Worley Group; (ii) TRC Solutions, Inc.; (iii) Leidos Engineering LLC; (iv) Flynn Resource Consultants, Inc.; and (v) EN Engineering LLC; and (B) For plan implementation services with: (i) Burns & McDonnell Engineering Company, Inc. (formerly 1898 & Co.); (ii) TRC Solutions, Inc.; (iii) ECI; (iv) AECOM Technical Services, Inc.; and (v) Stantec Consulting Services Inc
3. Authorize the City Manager to take any actions as necessary to implement and administer the ECI Agreement and Master Agreements and to negotiate and execute amendments to those agreements to (a) add or delete services consistent with their scope of services; (b) adjust future rates; and (c) extend their term of the agreement to complete projects initiated during the authorized term; and
4. All amendments included in this authorization shall be subject to the review and approval as to form by the City Attorney.

Reviewed by: Manuel Pineda, Chief Electric Utility Officer
Approved by: Jōvan D. Grogan, City Manager

AMENDMENT NO. 1
AGREEMENT FOR DESIGN PROFESSIONAL SERVICES BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND STANTEC CONSULTING SERVICES, INC.

PREAMBLE

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

RECITALS

A. The Parties previously entered into an agreement entitled "Agreement for Design Professional Services between City of Santa Clara, California and Stantec Consulting Services, Inc.," dated February 9, 2021 (Agreement) for the purpose of having Contractor provide plan implementation/project management services as requested by the City to support capital, operations, and maintenance projects for Silicon Valley Power (SVP); and

B. The Parties entered into the Agreement to update the scope to include a work authorization process and increase maximum compensation.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

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

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

   Exhibit A – Scope of Services

   Exhibit B – Schedule of Fees

   Exhibit C – Insurance Requirements

   Exhibit D – Labor Compliance Addendum

   Exhibit E – Sample Work Authorization Form

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

2. Section 6 of the Agreement, entitled "COMPENSATION AND PAYMENT" is amended 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 seven million five hundred thousand dollars ($7,500,000), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance."

3. Exhibit A – Scope of Services is hereby deleted in its entirety and replaced with the attached Exhibit A – Scope of Services – Amended November 1, 2023, 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 – Compensation and Fee Schedule – Amended November1, 2023, which is hereby incorporated into the Agreement.

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Glen R. Googins
City Attorney

Dated: 12/6/23

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

"CITY"

STANTEC CONSULTING SERVICES, INC.
a New York corporation

Dated: 11/10/2023

By (Signature):

Name: Richard Kodera

Title: Vice President, Power Delivery

Principal Place of Business Address: 300 Primera Blvd, Ste 300, Lake Mary, FL 32746

Email Address: richard.kodera@stantec.com

Telephone: 321-247-2580

"CONTRACTOR"

AMENDMENT NO. 1
AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND STANTEC CONSULTING SERVICES, INC.
EXHIBIT A - SCOPE OF SERVICES
AMENDED NOVEMBER 1, 2023

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

   1.1. Act as project manager for the activities such as, but not limited to:

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

      1.1.2. Land acquisition

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

      1.1.4. Bid support

      1.1.5. Construction support

      1.1.6. Record drawings and project closeout

   1.2. Perform system planning for electric utility distribution and transmission systems

   1.3. Prepare distribution and transmission line conceptual design, feasibility, and permitting.

   1.4. Prepare substation conceptual and/or detail design, feasibility, and permitting including support with substation communications, protection and control systems.

   1.5. Assist with third party plan submissions such as WECC, CAISO, and PG&E.

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

   1.7. Conduct Distributed Energy Resource (DER) interconnection studies as needed.

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

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

   1.10. Provide drafting support as needed.

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

1.12. At the conclusion of each project, the Contractor shall provide electronic copies of all final reports, worksheets, system studies and data associated with this project to SVP in (but not limited to) .pdf, .docx, .xlsx, .xml, .dwf, .dwg, .sav formats as applicable and that are not proprietary in nature.

2. WORK AUTHORIZATION PROCESS

2.1. Contractor acknowledges that Contractor is one of five (5) firms selected to perform Plan Implementation Services, pursuant to [Number of agreements] separate agreements (collectively, the "Plan Implementation Agreements"). Specific Services will be assigned as set forth below.

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

2.3. 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 and final approval for each Approved Work Authorization.

2.4. When Contractor will be required to perform services on an on- going basis, such ongoing services shall be authorized using the Work Authorization Process in this Section 2.

2.5. Work Request

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

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

2.6. Proposal

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

2.6.1.1. The specific service(s) to be performed. Detail of the services should have a level of detail reflective of the scope, timeline, and cost of the specific project.

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

2.6.1.3. A project timeline/schedule with discussion on any activities that may impact the project timeline/schedule such as, but not limited to, material delays or permitting.

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

2.6.1.5. Any required drawings or documents.

2.6.1.6. A list of City responsibilities.

2.6.1.7. An itemized cost proposal showing:

2.6.1.7.1. Hours and hourly rates by position as listed in Exhibit B for both Contractor and subcontractor personnel if applicable. Indicate labor subject to prevailing wage requirements.

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

2.6.1.7.3. Parts/materials

2.6.1.7.4. Rental and/or specialty equipment

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

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

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

2.6.1.7.8. Estimated total cost including sales tax.

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

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

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

2.7. Work Authorization:

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

2.7.2. To authorize work, the City and Contractor shall execute a Work Authorizations in substantially the same format as Exhibit E. Each Work Authorization shall describe the proposed services and deliverables the Contractor must provide, the time limit within which the Contractor must complete the proposed service and deliverables, and the compensation for the services.

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

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

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

2.7.6. Contractor shall not initiate the additional services and the City will not compensate the Contractor until the City has executed the Work Authorization for such additional services where applicable ("Approved Work Authorization") and issued a Purchase Order.

2.8. Changes to Work Authorization:

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

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

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

2.8.4. Contractor shall not initiate the additional services associated with changes and the City will not compensate the Contractor until the City has executed the Work Authorization for such additional services where applicable ("Approved Work Authorization") and issued a Purchase order or changed Purchase order.

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

2.10. An Approved Work Authorization must be consistent with – and cannot alter - the terms and conditions of this Agreement. The terms and conditions of this Agreement shall prevail over any and all terms and conditions contained in an Approved Work Authorization – even if the Approved Work Authorization expressly states that it is intended to control. Any conflicting terms and conditions in an Approved Work Authorization are invalid and unenforceable.

2.11. Each Approved Work Authorization and Purchase Order including those authorized prior to execution of this Amendment No. 1 shall be incorporated into the Agreement by reference and subject to its terms and conditions and the Services contained therein shall be included within the Services.

2.12. If Contractor begins the Services or fails to dispute a Purchase Order within three (3) business days, Contractor is assumed to have accepted the terms of the Purchase Order.

2.13. The City (through the individuals listed in section 2.7.5 or, in the case of Purchase Orders, the Finance Department) may terminate an Approved Work Order or Purchase Order for convenience with ten (10) days prior written notice to Contractor. In such event, the Contractor shall have no further rights hereunder, except that Contractor shall be paid for all Services adequately rendered prior to such termination.

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

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

2.16. Contractor shall not initiate services before a Work Authorization has been executed and/or Purchase Order has been issued."

3. e-BUILDER

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

3.2. The City will establish Contractor's access to e-Builder by providing licenses to Contractor's personnel at City's cost. The Contractor's designated users will be required to set up their computers/systems to use e-Builder in accordance to the e-Builder User Training Guider-2015. The City reserves the right to limit the licenses issued to Contractor in the future.

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

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

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

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

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

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

3.8.1. Correspondence;

3.8.2. Meeting Minutes;

3.8.3. Submittals and Shop Drawings;

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

3.8.5. Requests for Information (RFI's);

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

3.8.7. Pay Applications;

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

3.8.9. Pre-Task Plans (PTPs);

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

3.8.11. Quality Control (QC) Documentation

3.8.12. All official reports, such as Commissioning reports;

3.8.12.1. Notices and Claims;

3.8.12.2. Operations and Maintenance Manuals;

3.8.12.3. All Close-out documents; and

3.8.12.4. All testing results.

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

AMENDMENT NO. 1
AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND STANTEC CONSULTING SERVICES, INC.
EXHIBIT B - COMPENSATION AND FEE SCHEDULE
AMENDED NOVEMBER 1, 2023

1. Compensation:
   1.1. This is a time and materials agreement
   1.2. The maximum amount of compensation to be paid to Contractor during the Term of this Agreement shall be the amount specified in Section 6 (COMPENSATION AND PAYMENT) of the Agreement .
   1.3. The maximum compensation specified in Section 6 includes all services provided under this Agreement as Amended including those services provided in advance of this Amendment.
   1.4. The City does not guarantee any minimum compensation under this Agreement.
2. Rates
   2.1. Services shall be provided according to the rates in Table B-1 – HOURLY RATES.
   2.2. Services performed prior to this Amendment shall be invoiced at the rates in place at the time of the service.
   2.3. Rate Adjustments. Contractor may increase rates annually beginning January 1, 2024, by the lesser of 5% or a percentage amount not to exceed the percent change of the preceding 12 month period in the Consumer Price Index for all Urban Customers, selected items, not seasonally adjusted as published by the U.S. Bureau of Labor Statistics at https://www.bls.gov/cpi or successor site. In no event shall such increase exceed 5% annually. Except for the annual escalation described in this section, all rate adjustments must be approved by the City through an amendment to this Agreement. References to alternate rates in quotes that have not been separately authorized pursuant to this section are not approved).
3. Reimbursable Expenses
   3.1. City Requested Expenses. Contractor shall not be entitled to reimbursement of its expenses without the prior written approval of the City. Outside services such as, but not limited to outside reprographic services, subcontractor materials and equipment, will be invoiced at cost. Subcontractor services will be invoiced at cost plus 10%.
   3.2. Expenses shall be reimbursable only to the extent that (1) Contractor submits sufficient documentation to City that the expenses were directly incurred in

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

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

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

3.3.2. 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.

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

4. Invoicing and Payments:

4.1. Contractor will invoice City on a monthly basis for Services provided by Contractor during the preceding month on an invoice and in a format approved by City and subject to verification and approval by City.

4.2. All monthly invoices shall include

4.2.1. PO number,

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

4.2.3. Amount paid to date and amount remaining in the Agreement and Purchase Order.

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

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

4.4. If there are no discrepancies or deficiencies in the submitted invoice and Contractor has submitted all Certified Payroll (where required), City shall process the invoice for payment within 30 days.

TABLE B-1 HOURLY RATES

	Jan. 1, 2020 – Dec. 31, 2020	Jan. 1, 2021 - Dec. 31, 2021	Jan. 1, 2022 – Dec. 31, 2022	Jan. 1, 2023 – Dec. 31,2023
PROJECT MANAGEMENT				
Project Manager - Principal	$216	$220	$225	$229
Project Manager – Assistant	$180	$184	$187	$191
Project Controls – Manager	$211	$215	$220	$224
Sr. Project Control Analyst	$180	$184	$187	$191
Project Controls/Scheduler	$139	$142	$145	$148
Principal Cost Estimator	$206	$210	$214	$219
Cost Estimator	$139	$142	$145	$148
Sr. Administrative/Sr. Project Coordination Support	$133	$136	$138	$141
Administrative/Project Coordination Support	$121	$123	$126	$128
ENGINEERING				
Engineer-Manager	$216	$220	$225	$229
Sr. Engineer	$180	$184	$187	$191
Engineer	$144	$147	$150	$153
Engineer-in-Training	$132	$135	$137	$140
Sr. Designer	$155	$158	$161	$164
Designer	$141	$144	$147	$150
Sr. Drafter	$136	$138	$140	$143
Drafter	$121	$123	$126	$128
ENVIRONMENTAL SERVICES/PERMITTING/LAND ACQUISITION				
Senior Permitting Lead	$166	$169	$173	$176
Permitting Support	$136	$139	$141	$144
Sr. Environmental Planner/Biologist	$182	$186	$189	$193
Environmental Planner/Biologist	$136	$139	$141	$144

EXHIBIT E

SAMPLE WORK AUTHORIZATION FORM

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

PART A: GENERAL INFORMATION

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

PART B: SERVICES TO BE PERFORMED

1. REVISED WORK AUTHORIZATION

☐ No

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

2. SCOPE OF SERVICES TO BE PERFORMED

The Contractor shall perform the service(s) described below in accordance with all of the terms and conditions of the Agreement. (Insert a detailed Scope of Services below or attach as a separate file.) Scope of Services and cost proposal shall meet all of the provisions of Section 8 of Exhibit A and Section 5 of Exhibit B.

3. COMPENSATION

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

b. Reimbursable Expenses:

☐ No expenses are reimbursable.

☐ Expenses are separately reimbursable in the maximum amount of:

____

c. Payment Schedule:

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

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

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

4. LIQUIDATED DAMAGES

☐ Liquidated Damages do not apply.

☐ Liquidated Damages apply as follows:

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

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

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

5. ACCEPTANCE CERTIFICATE

☐ Acceptance Certificate not required.

☐ Acceptance Certificate required.

AMENDMENT NO. 2
FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
STANTEC CONSULTING SERVICES, INC.

PREAMBLE

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

RECITALS

A. The Parties previously entered into an agreement entitled "Agreement for Design Professional Services between the City of Santa Clara, California and Stantec Consulting Services, Inc., dated February 9, 2021, (Agreement) for the purpose of having Contractor provide plan implementation/project management services as requested by the City to support capital, operations, and maintenance projects for Silicon Valley Power (SVP); and

B. The Agreement was previously amended by Amendment No. 1, dated December 6, 2023. The Agreement and all previous amendments are collectively referred to herein as the "Agreement as Amended"; and

C. The Parties now wish to amend the Agreement as Amended to increase the maximum compensation and extend the term.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. Section 2 of the Agreement as Amended, entitled "TERM OF AGREEMENT", is amended to read as follows:

   "Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on December 1, 2020, and terminate on November 30, 2029."

2. Section 6 of the Agreement as Amended, entitled "COMPENSATION AND PAYMENT", is amended 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." The maximum compensation of this Agreement is fifteen million five hundred thousand dollars

($15,500,000) subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstances."

3. Except as set forth herein, all other terms and conditions of the Agreement as Amended shall remain in full force and effect. In case of a conflict in the terms of the Agreement as Amended and this Amendment No. 2, the provisions of this Amendment No. 2 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 2 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

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

Dated: 5/9/2025 | 11:22 AM PDT

Signed by:
Jovan D. Grogan
5EAD88DED5C343A...
JOVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

STANTEC CONSULTING SERVICES, INC.
a New York corporation

Dated:	5/1/2025 | 8:30 AM PDT
By (Signature):	DocuSigned by: Gregory Rollins A29EB956031344D...
Name:	Gregory Rollins
Title:	Vice President, Energy & Resources
Principal Place of Business Address:	601 SW 2nd Ave, Suite 1400 Portland, OR 97204
Email Address:	gregory.rollins@stantec.com
Telephone:	(503) 704-8542

"CONTRACTOR"

Ebix Insurance No. S200004515

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

PREAMBLE

This agreement ("Amendment No. 3") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Stantec Consulting Services, Inc. a New York corporation, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

A. The Parties previously entered into an agreement entitled "Agreement for Design Professional Services between the City of Santa Clara, California and Stantec Consulting Services, Inc., dated February 9, 2021, (Agreement) for the purpose of having Contractor provide plan implementation/project management services as requested by the City to support capital, operations, and maintenance projects for Silicon Valley Power (SVP); and

B. The Agreement was previously amended by Amendment No. 1, dated December 6, 2023, Amendment No. 2, dated May 9, 2025, and is again amended by this Amendment No. 3. The Agreement and all previous amendments are collectively referred to herein as the "Agreement as Amended"; and

C. The Parties now wish to amend the Agreement as Amended to update Exhibit A (Scope of Services) and Exhibit B (Schedule of Fees and Payment Provisions).

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. Section 1 of the Agreement as Amended is hereby deleted and replaced with the following:

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

   Exhibit A – Scope of Services

   Exhibit B – Schedule of Fees and Payment Provisions

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance

Exhibit E – Sample Work Authorization Form

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

2. Section 11 of the Agreement as Amended is amended in its entirety to read as follows:

A. "Confidential Information" means, with respect to a Party hereto, all information or material which either (1) is marked or identified as "Confidential," "Restricted," or "Proprietary Information" or other similar marking or identification, or (2) the other Party knew, as recipient, or under the circumstances, should have known, was considered confidential or proprietary by the Disclosing Party (as defined below), except that this Agreement, Contractor pricing and proposals incorporated into this Agreement shall not be deemed Confidential Information. Confidential Information shall consist of all information, whether in written, oral, electronic, or other form, furnished in connection with this Agreement by the Disclosing Party or its Representatives ("Representative" is defined as any elected and appointed officials, affiliate, director, officer, employee, agent, advisor or Contractor of a Party or any of its subsidiaries or affiliates) to the Receiving Party (as defined below) or to its Representatives, and specifically includes but is not limited to the City's individually identifiable customer information, and the City's customer usage data and financial data.

B. Contractor and the City shall each hold the other's Confidential Information in confidence. Neither Party shall make the other's Confidential Information available in any form to any third party or use the other's Confidential Information for any purpose other than as specified in this Agreement. The Party providing Confidential Information ("Disclosing Party") to the other Party ("Receiving Party") shall remain the sole owner of such information. Except as provided elsewhere within this Agreement, nothing contained in this Agreement shall be construed as granting or conferring any right or license in any Confidential Information or in any patents, copyrights, software or other technology, either expressly or by implication to the Receiving Party, or to its Representatives or to others. The term Confidential Information shall not include any of the following: (1) information already in possession of, or already known to, the Receiving

Party as of the Effective Date without an obligation of confidentiality; (2) information in the public domain at the time of the disclosure, or which, after such disclosure, enters into the public domain through no breach of this Agreement by the Receiving Party or its Representative(s); (3) information lawfully furnished or disclosed to the Receiving Party by a non-party to this Agreement without any obligation of confidentiality and through no breach of this Agreement by the Receiving Party or its Representative(s); (4) information independently developed by the Receiving Party without use of any Confidential Information of the Disclosing Party; (5) information authorized in writing by the Disclosing Party to be released from the confidentiality obligations herein; or (6) this Agreement and Contractor's proposals and Work Authorizations.

C. By virtue of this Agreement, each Party hereto may disclose to the other Party information that is Confidential Information. This Agreement does not diminish, revoke or supersede any existing confidentiality, non-disclosure or similar agreement between the Parties that does not pertain to the subject matter of this Agreement. However, any Confidential Information, whether or not previously disclosed, that pertains to the subject matter of this Agreement shall be governed by the terms of this Section 11 which shall supersede any such previous agreement with respect to such Confidential Information and any Confidential Information relating to the subject matter of this Agreement that was exchanged under such previous agreement shall be treated as though it was exchanged under this Agreement as of the date of such exchange.

D. The Receiving Party will treat all Confidential Information of the Disclosing Party, no matter written, electronic, or oral, as confidential and proprietary, and the Receiving Party shall only use such information in furtherance of this Agreement. As such, the Receiving Party shall hold in confidence the Confidential Information of the Disclosing Party and ensure that such Confidential Information is not disclosed to any other person or entity, except as expressly permitted by this Agreement or as authorized in writing by the Disclosing Party. The Receiving Party shall not disclose Confidential Information of the Disclosing Party received under this Agreement to any person other than its Representatives who require knowledge of such Confidential Information in furtherance of this Agreement. The Receiving Party shall inform its Representatives of the confidential nature of the Confidential Information of the Disclosing Party and advise such Representatives of the limitations on the use and disclosure and prohibition on making copies or summaries of such Confidential Information. The Receiving Party shall be responsible for any breach of this Agreement by its Representatives. Neither Party shall use the Confidential Information of the other Party for any commercial purpose.

E. If the Receiving Party becomes legally compelled (by oral questions, interrogatories, request for information or documents, subpoena, civil investigative demand, or similar process) to disclose any Confidential Information of the Disclosing Party or is requested Confidential Information pursuant to the California Public Records Act or similar law, the Receiving Party will provide the Disclosing Party with written notice of such an occurrence (if so permitted) as soon as possible. Thereafter, at its sole costs and expense, the Disclosing Party may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. If the disclosing Party (i) waives compliance, (ii) fails to respond to the Receiving Party within five (5) business days, or (iii) after providing the notice and assistance required under this Section, the Receiving Party remains required by law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose. So long as it is consistent with applicable law, the Receiving Party will not oppose action by, and the Receiving Party will cooperate with, the Disclosing Party, at the Disclosing Party's sole cost and expense, to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information. If the Disclosing Party fails to obtain such protective order or other remedy, or if the Disclosing Party waives compliance with the requirements of the preceding sentence, the Receiving Party will disclose only that Confidential Information that it is legally required to disclose, and will exercise commercially reasonable efforts, at Disclosing Party's expense, to obtain reliable assurance that confidential treatment will be accorded the Confidential Information so disclosed.

F. In the event the Receiving Party discloses, disseminates or releases any Confidential Information, except as expressly permitted by this Agreement, such disclosure, dissemination or release will be deemed a material breach of this Agreement and the Disclosing Party may demand prompt return of all Confidential Information previously provided to the Receiving Party. As soon as the Receiving Party becomes aware that it has made an unauthorized disclosure of Confidential Information, the Receiving Party shall take any and all necessary actions to recover the improperly disclosed Confidential Information and immediately notify Disclosing Party regarding the nature of the unauthorized disclosure and the corrective measures being taken. Each Party agrees that any breach of their confidentiality obligations could cause irreparable harm to the other Party, the amount of which would be extremely difficult to estimate. Accordingly, it is understood and agreed that monetary damages would not be a sufficient remedy for any material breach of this Agreement and that specific performance and injunctive relief in addition to monetary damages shall be appropriate remedies for any breach or any threat of such breach. The provisions of this Paragraph are in addition to any other legal rights or remedies the Disclosing Party may have.

G. Within two (2) weeks of the termination of this Agreement, Contractor will return to the City or destroy, to the extent permitted by law, any and all Confidential Information, including all originals, copies, translations, transcriptions or any other form of material, without retaining any copy or duplicate thereof; provided that Contractor may retain Confidential Information contained on backup media created in the ordinary course of business provided further that there is no effort to access such Confidential Information and Contractor's confidential obligations with respect to such information shall continue so long as such information is retained. Contractor shall certify in writing the destruction of the Confidential Information. The City may perform an audit of Contractor's records to confirm the return or destruction of the Confidential Information. The City shall have this audit right for two (2) years after the termination of this Agreement.

H. Notwithstanding the termination of this Agreement, this Confidentiality Section shall survive the expiration or earlier termination of this Agreement."

3. Section 14 of the Agreement as Amended is amended in its entirety to read as follows:

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, to the extent arising out of, pertaining to, or related to the negligence, recklessness, or willful misconduct of the Contractor, its employees, subconsultants, or agents in the performance, or non-performance, of Services under this Agreement.

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, subconsultants, 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.

4. Exhibit A – Scope of Services is hereby deleted in its entirety and replaced with the attached Exhibit A – Scope of Services – Amended August 15, 2025, which is hereby incorporated into the Agreement

5. Exhibit B – Schedule of Fees is hereby deleted in its entirety and replaced with the attached Exhibit B – Compensation and Fee Schedule – Amended August 15, 2025, which is hereby incorporated into the Agreement

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

7. Except as set forth herein, all other terms and conditions of the Agreement as Amended shall remain in full force and effect. In case of a conflict in the terms of the Agreement as Amended and this Amendment No. 3, the provisions of this Amendment No. 3 shall control.

(Signature on next page)

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

The effective date of this Amendment No. 3 is the date of City's execution of this amendment.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form: Dated: 10/30/2025 | 3:57 PM PDT

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

Signed by:
Jōvan D. Grogan
5EAD88DED5C343A...
JŌVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

STANTEC CONSULTING SERVICES, INC.
a New York corporation

Dated: __________

By (Signature): Rollins, Gregory Digitally signed by Rollins, Gregory Date: 2025.10.09 17:17:05 -07'00'

Name: Gregory Rollins

Title: Vice President, Energy & Resources

Principal Place of Business Address: 601 SW 2nd Ave., Suite 1400 Portland, Oregon 97204

Email Address: Gregory.rollins@stantec.com

Telephone: (503) 704-8542

"CONTRACTOR"

AMENDMENT NO. 3
TO A MASTER AGREEMENT FOR DESIGN SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
STANTEC CONSULTING SERVICES INC.
EXHIBIT A - SCOPE OF SERVICES
AMENDED: AUGUST 15, 2025

SECTION 1. GENERAL

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

1.2. To the extent not inconsistent with this Agreement, the City's SOQ SVP-19-005 (including subsequent updates) and Contractor's proposal response dated January 29, 2020, are hereby incorporated by reference herein and shall supplement this Scope of Services and be subject to the terms and conditions of the Agreement. In the event of a conflict between the Agreement (including its Exhibits and the SOQ SVP-19-005 or Contractor's proposal, the Agreement and Exhibits shall govern.

SECTION 2. SERVICES TO BE PERFORMED

2.1 Contractor will provide the following professional consulting services to the City on an as-needed basis pursuant to the Work Authorization Process described in Section 6 and as further described pursuant to individual Work Authorizations or Purchase Orders, as applicable.

2.2 Act as project manager for required activities such as, but not limited to:

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

2.2.2 Land acquisition

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

2.2.4 Bid support

2.2.5 Construction support and construction management

2.2.6 Record drawings and project closeout

2.3 Perform system planning for electric utility distribution and transmission systems

2.4 Prepare distribution and transmission line conceptual design, feasibility, and permitting.

2.5 Prepare substation conceptual and/or detail design, feasibility, and permitting including support with substation communications, protection and control systems.

2.6 Assist with third party plan submissions such as WECC, CAISO, and PG&E.

2.7 Conduct load flow, short circuit studies and arch flash studies as needed.

2.8 Conduct Distributed Energy Resource (DER) interconnection studies as needed.

2.9 Assess existing design standards and recommend revisions or new standards

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

2.11 Provide drafting support as needed.

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

2.13 At the conclusion of each project, the Contractor shall provide electronic copies of all final reports, worksheets, system studies and data associated with this project to SVP in (but not limited to) .pdf, docx. xlsx, xml, dwg, dwg, sav formats as applicable and that are not proprietary in nature.

SECTION 3. SPECIFIC REQUIREMENTS

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

3.1.1 Supervision and administrative support

3.1.2 Program and project management services

3.1.3 Subconsultant and subcontractor management

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

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

SECTION 4. REPORTS

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

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

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

SECTION 5. COMPLETION OF SERVICES

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

SECTION 6. WORK AUTHORIZATION PROCESS

6.1 Contractor acknowledges that Contractor is one of multiple firms eligible to perform the Services pursuant to separate service agreements for plan implementation/project management services as requested by the City to support capital, operations, and maintenance projects ("Project Agreement"). The City will award and authorize specific Services as set forth in this Section. The City does not guarantee that any specific work will be authorized under this Agreement.

6.2 Call for Proposal (CFP)

6.2.1 When Services are required, City will issue a CFP to eligible consultants with a Project Agreement to submit a written proposal for Services ("Proposal").

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

6.3 Proposal

6.3.1 If the Contractor desires to respond to a CFP, Contractor will prepare and submit a written Proposal for that CFP. A Proposal shall be in a format and contain such information as specified in the CFP which may include the following, where applicable for that CFP:

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

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

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

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

6.3.1.5 Any required drawings or documents.

6.3.1.6 A list of City responsibilities

6.3.1.7 A final acceptance criteria

6.3.1.8 Itemized cost including the following:

6.3.1.8.1 Hours and hourly rates by position as listed in Exhibit B. Indicate labor subject to prevailing wage requirements.

6.3.1.8.2 Subconsultant or Subcontractor scope of services or quote including hours and hourly rates. Indicate labor subject to prevailing wage requirements.

6.3.1.8.3 Parts and materials

6.3.1.8.4 Rental and/or specialty equipment

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

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

6.3.1.8.7 Breakdown of materials and labor sufficient to calculate all required taxes

6.3.1.8.8 Estimated total cost including any required taxes

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

6.3.1.8.10 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.

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

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

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

6.3.5 Provided that the original cost Proposal includes all applicable items listed in Section 6.3, the City and the selected Contractor may negotiate whether the cost for the Work Authorization or Purchase Order will be fixed price (lump sum) or based on specific rates of compensation (time-and-materials) for completion of the Services.

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

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

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

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

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

6.4 Authorization of Work

6.4.1 Once City and 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.

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

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

6.4.4 For Proposals with a total cost less than $50,000, a signed Work Authorization is not required. The City will issue a Purchase Order authorizing Services and the Purchase Order will serve in lieu of the Work Authorization. If Contractor begins the Services or fails to dispute a Purchase Order within three (3) business days, the Purchase Order will bind the Contractor.

6.5 Changes to Work Authorization

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

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

6.5.3 If Contractor requires changes to a fixed price Work Authorization or Purchase Order, 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. For a change request that is required because the City has requested additional work that is within the scope of a Work Authorization or Purchase Order but was not included in the Proposal when the Work Authorization or Purchase Order was issued, the written justification shall include the specific change in scope of work that has been requested by the City including the changed work schedule and associated costs.

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

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

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

6.6 Immediate Need / Interim Work Orders

6.6.1 The City may authorize interim work orders in accordance with this Section, in the following circumstances:

6.6.1.1 Issues are identified during the performance of a Work Authorization or Purchase Order that can be most efficiently and economically resolved while on site; provided those services are related to those contained in the approved Work Authorization or Purchase Order.

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

6.6.2 Interim work orders do not need to be in writing and may only be authorized by the Assistant Director of the Electric Utility, Electric Utility Chief Operating Officer, or Chief Electric Utility Officer. Verbal authorizations will be confirmed by the City in writing within three (3) business days or such additional time as City may require.

6.6.3 Within 5 business days of receipt of written authorization for the interim work order, Contractor shall provide an updated Proposal to City. The Proposal shall be detailed in accordance with this Section 6 and shall also include all services required including those services already completed or initiated.

6.6.4 If the City approves the Proposal, the City will issue a Work Authorization and/or a Purchase Order as soon as reasonably practicable.

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

6.8 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 as follows: (1) Agreement and any exhibits or amendments thereto, (2) Work Authorization, (3) Purchase Order, and (4) Proposal.

6.9 Each Work Authorization and Purchase Order including those authorizations issued pursuant to Section 6.6 shall be incorporated into the Agreement by reference and subject to its terms and conditions and the Services contained therein shall be included within the Services.

6.10 The City (through the individuals listed in Section 6.7 or, in the case of Purchase Orders, the Finance Department) may terminate a Work Authorization or Purchase Order for convenience with ten (10) days prior written notice to Contractor. In such event, the Contractor shall have no further rights hereunder, except that Contractor shall be paid for all Services adequately rendered prior to such termination.

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

6.12 Except where the circumstances in Section 6.6 apply, Contractor shall not initiate Services and the City will not compensate the Contractor until the City has (1) executed the Work Authorization for such services where applicable, (2) issued a Purchase Order, and (3) directed the Contractor to perform services.

SECTION 7. CONTRACTOR PERSONNEL

7.1 Project Manager

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

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

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

7.2 Staffing

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

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

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

7.3 Employee Training

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

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

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

SECTION 8. E-BUILDER

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

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

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

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

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 or Purchase Order 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 the Services 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 the Services, and uploading them to the e-Builder website. Contractor shall be responsible for the validity of its information placed in e-Builder. Contractor shall use the existing forms and processes in e-Builder to the maximum extent possible. If a required form does not exist in e-Builder, Contractor may include a form of its own or one provided by the City (if available) as an attachment to a submittal or process.

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

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

EXHIBIT B
SCHEDULE OF FEES AND PAYMENT PROVISIONS
AMENDED AUGUST 15, 2025

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 for those Services authorized at fixed price pursuant to Section 6 of Exhibit A, Contractor shall submit Proposals and invoice all Services at the rates listed in Appendix B1 (RATES) attached and incorporated by reference.

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

2.3 Rate Changes

2.3.1 Rate Increase. After the first two (2) years of the Agreement, 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.

2.3.2 Rate Changes. Contractor may adjust hourly labor rates on each anniversary during the term of the Agreement. Price adjustments will be made in accordance with the percentage change in the Consumer Price Index (CPI-U) for all Urban Consumers from the San Francisco-Oakland-Hayward area, published by the U.S. Bureau of Labor Statistics. The price adjustment will be determined using the 12-Month Percent Change with a base period of 1982-1984=100.

2.3.3 Any rate increases are subject to approval by the City and must be substantiated by the Contractor to the satisfaction of the City.

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

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

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

SECTION 3. PAYMENT PROVISIONS

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

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

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

3.1.3 Sufficient detail for City to verify (a) that the charges are in accordance with the Work Authorization and/or Purchase Order, (b) that the rates listed in Appendix B1 are charged, and (c) where applicable, hours worked can be matched to certified payroll submittals.

3.2 Fixed Price. For Services authorized to be paid on a fixed price basis, Contractor shall provide an invoice to the City in accordance with the Work Authorization and/or Purchase Order 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 or Purchase Order and subject to the following.

3.2.1 Invoices must include the following information:

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

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

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

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

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

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

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

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

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

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

APPENDIX B1 TO EXHIBIT B
RATES

1. RATES

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

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

	Jan. 1, 2020 – Dec 31, 2020	Jan. 1, 2021 - Dec. 31, 2021	Jan. 1, 2022 – Dec 31, 2022	Jan. 1, 2023 – Dec 31, 2023	Jan 1, 2024 - Dec 31, 2024	Jan 1, 2025 - Dec 31, 2025	Jan 1, 2026 - Dec 31, 2026
PROJECT MANAGEMENT							
Project Manager - Principal	$216	$220	$225	$229	$237	$244	$249
Project Manager – Assistant	$180	$184	$187	$191	$197	$203	$207
Project Controls – Manager	$211	$215	$220	$224	$232	$239	$244
Sr. Project Control Analyst	$180	$184	$187	$191	$197	$203	$207
Project Controls/Scheduler	$139	$142	$145	$148	$153	$157	$160
Principal Cost Estimator	$206	$210	$214	$219	$226	$233	$238
Cost Estimator	$139	$142	$145	$148	$153	$157	$160
Sr. Administrative/Sr. Project Coordination Support	$133	$136	$138	$141	$146	$150	$153
Administrative/Project Coordination Support	$121	$123	$126	$128	$132	$136	$139
ENGINEERING							
Engineer-Manager	$216	$220	$225	$229	$237	$244	$249
Sr. Engineer	$180	$184	$187	$191	$197	$203	$207
Engineer	$144	$147	$150	$153	$158	$163	$166
Engineer-in-Training	$132	$135	$137	$140	$145	$149	$152
Sr. Designer	$155	$158	$161	$164	$170	$175	$179
Designer	$141	$144	$147	$150	$155	$159	$162
Sr. Drafter	$136	$138	$140	$143	$148	$152	$155
Drafter	$121	$123	$126	$128	$132	$136	$139
ENVIRONMENTAL SERVICES / PERMITTING / LAND ACQUISITION							
Senior Permitting Lead	$166	$169	$173	$176	$182	$187	$191
Permitting Support	$136	$139	$141	$144	$149	$153	$156
Sr. Environmental Planner/Biologist	$182	$186	$189	$193	$200	$206	$210
Environmental Planner/Biologist	$136	$139	$141	$144	$149	$153	$156

Construction Manager	–	–	–	–	–	$255	$260
HSSE Inspector	–	–	–	–	–	$238	$243
Electrical Inspector	–	–	–	–	–	$225	$230

EXHIBIT E

SAMPLE WORK AUTHORIZATION FORM

This work authorization ("Work Authorization") is made pursuant to the Agreement for Service between the City of Santa Clara and Stantec Consulting Services 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 ☐ Second Revised ☐ Other ____________
Contract No.		
Contractor Name/Address:		
Expiration Date of Agreement:		
Contractor's Project Manager:	**Name:**	**Email:**
City's Project Manager	**Name:**	**Email:**
Period of Performance for this Work Order:	**Start Date:**	**Expected Completion Date:**
Maximum Compensation of Agreement:		
Previously Committed Funds:		
Available Funds		
Maximum Compensation for this Work Authorization		
Remaining Available Funds		
Sufficient funds are available in Fund #: (to be completed by City)		
Contractor Representative Name (Print)		
Contractor Representative Signature		
Contractor Representative Signature Date		
City Project Manager Name (Print)		
Authorized City Representative (Print)		
City Representative Signature		
City Representative Signature Date		
** Authorized City Representatives include Electric Utility Assistant Director, Chief Electric*		

Utility Operating Officer, Chief Electric Utility Officer

PART B: SERVICES TO BE PERFORMED

1. REVISED WORK AUTHORIZATION

☐ No

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

2. SCOPE OF SERVICES TO BE PERFORMED

The Contractor shall perform the service(s) described below in accordance with all of the terms and conditions of the Agreement. (Insert a detailed Scope of Services below or attach as a separate file.) Scope of Services and cost proposal shall meet all of the provisions of Section 11 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 the City the sum of ____________________________________dollars ($_____________) per day in liquidated damages to a cap of __________. Contractor agrees that City may deduct the amount of said unpaid damages from any money due or that may become due to Contractor under this Agreement.

Notwithstanding the foregoing both Parties understand and agree that no liquidated damages shall accrue for delivery delays due to any modification of the Scope of Services, for delays caused by or attributable to the City, for delays caused by or attributable to third parties not under the direct control of Contractor or any force majeure event during the period of service of this Work Authorization. <u>Such liquidated damages shall be the City's sole and exclusive remedy for Contractor's failure to meet the agreed delivery schedule</u>.

5. ACCEPTANCE CERTIFICATE

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

Ebix Insurance No. S20004515

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

PREAMBLE

This agreement ("Amendment No. 4) is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Stantec Consulting Services, Inc. a New York corporation, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

A. The Parties previously entered into an agreement entitled "*Agreement for Design Professional Services between the City of Santa Clara, California and Stantec Consulting Services, Inc.", dated February 9, 2021 (Agreement) for the purpose of having Contractor provide plan implementation/project management services as required by the City to support capital, operations, and maintenance projects for Silicon Valley Power (SVP);

B. The Agreement was previously amended by Amendment No. 1, dated December 6, 2023, Amendment No. 2, dated May 9, 2025, Amendment No. 3, dated October 30, 2025, and is again amended by this Amendment No. 4. The Agreement and all previous amendments are collectively referred to herein as the "Agreement as Amended"; and

C. The Parties now wish to amend the Agreement as Amended to update reimbursable allowances.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. Section 2.4 of Exhibit B of the Agreement as Amended is hereby amended to read as follows:

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

Reimbursable Expense Schedule		**Mark Up**
1.	The cost of mailing, shipping and/or delivery of any documents or materials.	No Markup
2.	The cost of photographing, printing, reproducing and/or copying any documents or materials.	No Markup
3.	Charges for outside services (including subconsultant fees, subcontractor fees, equipment, materials, and facilities not furnished directly by Contractor).	No Markup
4.	Contractor may charge allowable mileage at the prevailing IRS rate per mile. Mileage is not applicable to rental cars. Rental cars are reimbursed at actual fuel cost only.	No Markup
5.	Unless approved in writing (e-mail acceptable) in advance, reimbursement to Contractor (and any subcontractors) for meals, lodging, and related per diem will not exceed the rates outlined by United States General Services Administration (GSA). https://www.gsa.gov/travel-resources. Airfare or rental car, where applicable shall be at economy rates. Meals: Contractor may request reimbursement either as a meal per diem or for actual meal expenses, up to the applicable GSA per diem rate. When claiming per diem, receipts are not required. However, when claiming actual meal expenses, itemized receipts are required, and reimbursement shall not exceed the applicable GSA rate for each meal. If the Contractor pays its employees a per diem rate lower than the GSA rate, the Contractor may not charge the City for any difference between the amount paid and the GSA rate. Lodging: Lodging costs shall be reimbursed at actual cost, not to exceed the applicable GSA lodging rate. Itemized lodging receipts are required	No Markup

	Reimbursable Expense Schedule	Mark Up
	for reimbursement. Housing Allowance in Lieu of Meal and Lodging Per Diem: Effective July 1, 2025, any employees of Contractor who are required to stay at the project site for more than ten (10) business days may elect to receive a housing allowance in lieu of the standard meal and lodging per diem. If Contractor elects to use corporate housing, a personal residence, or a short-term rental in lieu of commercial lodging during the project engagement, written work authorization from the City is required. Upon such authorization, the City shall reimburse Contractor at a daily rate equal to the applicable GSA lodging per diem rate for the project location. This reimbursement shall be provided in lieu of both hotel lodging costs and meal per diem. Contractor shall certify that no other lodging or meal reimbursements are being claimed for the same period. Receipts are not required for Contractor electing this housing option.	
6.	Other reimbursable expenses with prior written approval from the City.	No Markup

2. Except as set forth herein, all other terms and conditions of the Agreement as Amended shall remain in full force and effect. In case of a conflict in the terms of the Agreement as Amended and this Amendment No. 4, the provisions of this Amendment No. 4 shall control.

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

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

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Signed by:
Daniel Ballin
ABC722A8FC81448...

GLEN R. GOOGINS
City Attorney

Dated: 4/1/2026 | 10:52 AM PDT

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

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

"CITY"

STANTEC CONSULTING SERVICES, INC.
a New York corporation

Dated: 3/19/2026 | 1:22 PM PDT

By (Signature): DocuSigned by: Gregory Rollins A29EB956031344D...

Name: Gregory Rollins

Title: Vice President, Energy & Resources

Principal Place of Business Address: 601 SW 2nd Ave., Suite 1400, Portland, Oregon 97204

Email Address: gregory.rollins@stantec.com

Telephone: (503) 704-8542

Fax: N/A

"CONTRACTOR"